

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 4, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 3. INVOCATION BY COUNCIL MEMBER TERRENCE R. STEELE**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 21, 2016**

Proclamations

- B. 1. PROCLAMATION**
"Child Abuse Awareness Month" – April 2016
- B. 2. PROCLAMATION**
"National Library Week" – April 10-16, 2016
- B. 3. PROCLAMATION**
"National Public Safety Telecommunicators Week" – April 10-16, 2016

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5945**
Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", at Article 3.06, entitled "Housing Code", Division 2, entitled "Dangerous Buildings", Sections 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, and 3.06.018, and Deleting in its Entirety Section 3.06.011

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 5945

C. 3. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

D. 1. * RESOLUTION NO. 6068

Accepting the Contract with Felix Construction Company as Complete for the Construction of the City of Sherman Post Oak Creek Wastewater Treatment Plant Ultraviolet Disinfection System Project

D. 2. * RESOLUTION NO. 6069

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 119 North Andrews Avenue

D. 3. * RESOLUTION NO. 6070

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 121 North Andrews Avenue

D. 4. * RESOLUTION NO. 6071

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 125 North Andrews Avenue

D. 5. * RESOLUTION NO. 6072

Authorizing Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 420 South Rusk Street

D. 6. RESOLUTION NO. 6073

Authorizing Execution of a Professional Services Agreement with Brockette/Davis/Drake, Inc. for the Engineering Design of a Four-Lane Divided Thoroughfare from Heritage Parkway (FM 1417) through Sherman Crossroads to US 75

Other Business

E. 1. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Willie Steele and SEDCO Executive Vice President Frank E. Gadek

E. 2. OTHER BUSINESS

Consider Request of the Sherman Tourism/Main Street Manager to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the "Texas First Lady's Visit" on Wednesday, May 4, 2016

E. 3. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of a Tract of Land on Sistrunk Street and Adjacent to the Sherman City Limits; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

I. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 31, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31st day of March, 2016
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Lawrence Davis, Council – District #1

Terrence R. Steele, Council – District #2

Tom Watt, Council – District #3

Tammy Johnson, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 04/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 21, 2016

Attachments

March 21, 2016

Certification of Petition

Blanton Drive Day Care Appeal

Facilities Utilization

Low Income Housing Tax Credit

Low Income Housing Tax Credit Policy

STATE OF TEXAS §
COUNTY OF GRAYSON §

March 21, 2016

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on March 21, 2016.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, JOHNSON, STEELE, WATT.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Mayor David Plyler.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 7, 2016. Council Member Couch moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE. MOTION CARRIED.

OTHER BUSINESS

**CERTIFYING RESULTS OF AN INITIATIVE PETITION
CALLING FOR A SPECIAL LOCAL OPTION ELECTION FOR
“THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES
INCLUDING MIXED BEVERAGES”**

Brandon Shelby, City Attorney, said Sherman currently allows the sale of alcoholic beverages and mixed beverages in restaurants that have a mixed beverage permit.

The petition was initiated by some citizens of Sherman to legalize the sale of all alcoholic beverages including mixed beverages. They gathered the required amount of signatures, which were verified by the City Clerk's Office. Under the Election Code statues, the City is now required to call this Election for the voters to decide on the Local Option at the November 2016 Election.

Council Member Couch asked what the difference is from the current ordinance. Mr. Shelby said under the current ordinance, if a business is going to sell mixed drinks, they would either need a food handler's permit or operate as a private club.

He said there are 10 different options under the Texas Alcoholic Beverage Commission statutes and this is the most lenient designation. It would allow for businesses to sell alcoholic beverages whether or not they sell food or have the food handler's permit. It would also allow for the sale of beverages other than beer and wine, from retail stores.

ACTION TAKEN.

Motion by Council Member Couch to certify the results of an Initiative Petition for a Local Option Election, as presented. Second by Deputy Mayor Sofey.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 5942 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5942
LOCAL OPTION
ELECTION
(NOV. 8, 2016)

No citizens appeared before the City Council to discuss Ordinance No. 5942.

Mayor Plyler introduced Ordinance No. 5943 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A) ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

Delmar and Chiniqua Hill, 1215 Blanton Drive

Mr. Hill said they were appearing to appeal a decision by the Planning and Zoning Commission to deny a Specific Use Permit for a child home facility at 1211 Blanton Drive.

He asked the City Council to approve the child care facility, which will be adjacent to their residence at 1215 Blanton Drive. The facility will be licensed by the Texas Department of Family and Protective Services and will be appropriately staffed and maintained for approximately 15 children from zero to five years old. The facility will be open from 6:00 a.m. until 6:00 p.m., Monday through Friday.

COUNCIL MINUTES – MARCH 21, 2016

Mr. Hill said there is a great need in Sherman for a safe, loving, educational facility for Sherman children. He said there are already several similar child care homes in Sherman, such as Belden Street Montessori, Flowers Home Day Care on Blanton Drive, and Jack & Jen on Lamar Street.

Mr. Hill said they have met with their neighbors about the proposed day care, and the neighbors are in agreement with the request. He presented a packet of information to the City Council about the facility and the parking situation.

Dr. Al Hambrick, 1920 Timberline Lane

Dr. Hambrick formerly served as the Sherman Independent School District Superintendent, and appeared in support of the request. He said Mrs. Hill has worked for the School District at the Early Childhood Center, for a number of years.

Dr. Hambrick said he has witnessed traffic at the home and knew there was a concern about pick-up and drop-off traffic. He did not feel that traffic would be a problem for 10 or 15 children, since it is a wide street. Even with cars parking on one side of the street, there is still enough room for the passage of two other cars.

He said there are a number of day care centers in Sherman that are located in neighborhoods and he asked the Council to think of that while considering the current request.

LaWanda Brown, 1021 S. Austin Street

Ms. Brown appeared in support of the request saying she has known Mr. and Mrs. Hill for over 20 years, and has worked with Mrs. Hill at the SISD. She praised her work ethics and said the proposed day care would be great for the community and for the children.

Ms. Brown said she lives on the corner of Austin and Middleton Streets and there is a day care near her home. She said traffic control at that day care is horrible. She said parents must watch their own children when they are picking up or dropping them off.

She appeared in support of the proposed facility and asked the Council to grant their request.

Nathalia Spencer, 1317 S. Walnut

Ms. Spencer said she has worked with Mrs. Hill for a number of years and attends church with the family. She said she is an amazing teacher and will have an amazing day care.

She said the traffic congestion was the biggest issue at the Planning and Zoning Commission meeting. However, she said, at the day care center, not everyone would be dropping off or picking up their children at the same time. Not all 10 or 15 children will be there during the same times. She asked the Council to grant their request.

Steve Stell, 164 Mourning Dove Lane, Denison

Reverend Stell is the Pastor of Greater New Hope Baptist Church in Sherman, where Mr. and Mrs. Hill are members. He said they are “great people” and there is a need for an affordable day care center.

Reverend Stell also attended the Planning and Zoning Commission meeting and felt that the request for a day care center in a residential area was not “out of order” and that’s what the City Council is here for. To make those decisions.

He added that he has never seen a traffic problem when he has been at the Hill’s home.

Sierra Wolf, 2391 Juanita Drive, Denison

Ms. Wolf said she is one of the children that Mr. and Mrs. Hill have “raised” and they are fantastic people. Ms. Wolf lives in Denison, but she works in Sherman and she wants someone closer to her work to care for her daughter.

She was sure Mrs. Hill and her associates would be able to watch the children and she wanted her to teach her daughter.

Delmar Hill, Jr., 1920 Pebblebrook Lane

Mr. Hill is Mrs. Hill’s stepson and he said she is a strong woman that raised him and his two sisters. He said she does an amazing job and there are parents at Fred Douglass School that request her classroom.

Mr. Hill invited Council Members to visit the house, adding that everything is “up to par”, and he urged them to support the request.

Kelly Bickerstaff, 1208 Dundale Circle

Mr. Bickerstaff said he didn’t say the request was “not appropriate” at the Planning and Zoning Commission meeting, adding that Mr. and Mrs. Hill are fine people and he had no doubt about her ability to care for children.

He said the issue is whether or not a day care center is the appropriate use for the property in question. A fence divides his home from where the day care will be located. He said there will be 15 children at the day care and he asked who would enforce the number of children allowed at the facility.

Mr. Bickerstaff said he was not questioning Mrs. Hill’s ability to care for the children, but they are creating a business, to make money, in a residential area. There is a reason why homes are located in R-1 Districts. It’s a single-family, residential area.

He referenced Belden Street Montessori, Jack & Jen Day Care, and Wakefield School, saying if you have been there in the morning or the afternoon, you know what that’s like.

Mr. Bickerstaff said if a business is created on Blanton Drive, and 15 children are dropped off or picked up every morning, there will be a similar traffic problem. Parking is permitted on both sides of Blanton Drive and cars have to stop now. There is no parking at this residence and cars will be stopping on the street.

He said Mr. Hill told him they purchased the home to be a rent house. Then they decided to open the day care. Mr. Bickerstaff said generally when someone buys property, they determine what the use will be before they invest.

He said it is a nice neighborhood and having a day care located there would be the same as a convenience store in that location. Traffic will be increased and it will affect the properties around the home. To create a business in the middle of the neighborhood, would be a detriment to everyone in the area.

Jeff Wilson, 1212 Dundale Circle

Mr. Wilson lives directly behind Mr. and Mrs. Hill and the corner of their fence touches. He said normally someone purchasing property knows what the use will be prior to the purchase.

He said the question is a zoning question and the Planning and Zoning Commission was unanimous in their decision to deny the request. He asked the City Council to uphold that decision, saying if Mr. and Mrs. Hill wanted to open a day care they could purchase a C-1 property.

The City has zoning laws and Mr. Wilson said he couldn't buy Mr. Bickerstaff's home and open a business there just because he could get a "better deal on it." There is commercial property for a reason, and residential property for a reason.

Mr. Wilson said the day care center would be a business and his property values would decrease and the traffic will increase. He said Mr. and Mrs. Hill would not be damaged by the denial of the permit, because they can still rent or sell the property.

He said this house is located in the middle of a residential block and the Council would create a problem for citizens if they "open the door" for this request.

He urged the Council to keep the City's zoning laws in place, saying they were unanimously denied by the Planning and Zoning Commission.

Oscar Bevels, Jr., 1168 Independence Springs Road

Mr. Bevels said he retired from the Army in 1977 and wanted to return, to live in Sherman, where he was born and raised. He said he worked with Mr. Hill at Johnson & Johnson.

He was concerned about the two gentlemen that suggested Mr. and Mrs. Hill purchase property somewhere else for their day care.

Mr. Bevels felt it would be unjust to deny Mr. and Mrs. Hill the permit to operate a day care at the proposed location. He said all businesses start out small.

Delmar and Chiniqua Hill, 1215 Blanton Drive

Mr. Hill reiterated that Mr. Bickerstaff and Mr. Wilson live on Dundale Drive. He said they appreciate the appeal process and asked the Council to review the photographs to see how wide Blanton Drive is and the parking available in the driveway. The day care will only be in operation from 6 a.m. until 6 p.m.

Mrs. Hill said Mr. Bickerstaff spoke about the big day care centers and she said they are here for a Specific Use Permit to care for 15 children at the most. She added that if some of the children are younger, they will count as two children, and the State licensing requirements will not allow her to care for 15. Currently she has 18 children in her care at the School District.

Mrs. Hill said a “specific use” is not big and commercial. It is a small facility with maybe 15 children, but it could also be six children. She said there is plenty of room and plenty of parking for six to 10 small children.

No other citizens appeared before the City Council to discuss Ordinance No. 5943.

Mayor Plyler introduced Ordinance No. 5944 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BORDEAUX STREET RIGHT-OF-WAY LYING BETWEEN LOT FIVE (5), BLOCK ONE (1) AND LOT NINE (9), BLOCK TWO (2) OF THE TOWN NORTH ADDITION, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT.

ORD 5944
ABANDON R-O-W
BORDEAUX STREET

Clay Barnett, Director of Public Works and Engineering, said during the design of Loy Lake Road, the City was looking for opportunities to reduce the number of entrances on the roadway. This was one opportunity.

Bordeaux Street is a “cut through” to avoid a traffic light. The property owners were asked if they would like to have the roadway closed. More than 60% of these property owners signed the petition to close the roadway. One of the property owners dedicated enough right-of-way to install a cul-de-sac.

Mr. Barnett said the ordinance would close Bordeaux Street at Loy Lake Road, and turn Bordeaux into a cul-de-sac.

COUNCIL MINUTES – MARCH 21, 2016

No citizens appeared before the City Council to discuss Ordinance No. 5944.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8TH DAY OF NOVEMBER, 2016, FOR THE PURPOSE OF A LOCAL OPTION ELECTION TO CONSIDER THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING.

ORD 5942
LOCAL OPTION
ELECTION
(NOV. 8, 2016)

Ordinance 5943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A) ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUEA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

Council Member Couch asked that the Council discuss Ordinance 5943 in Executive Session.

Ordinance 5944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BORDEAUX STREET RIGHT-OF-WAY LYING BETWEEN LOT FIVE (5), BLOCK ONE (1) AND LOT NINE (9), BLOCK TWO (2) OF THE TOWN NORTH ADDITION, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT.

ORD 5944
ABANDON R-O-W
BORDEAUX STREET

ACTION TAKEN.

Motion by Deputy Mayor Sofey to adopt Ordinance Nos. 5942 and 5944, as presented. Second by Council Member Watt.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Steele moved to approve the Consent Agenda, as presented. Second by Council Member Davis. All present voted AYE.

CONSENT AGENDA

TABLED AT THE MARCH 7, 2016 CITY COUNCIL MEETING:

ADOPTION OF ORDINANCE NO. 5933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, ENTITLED "HEALTH AND SANITATION", AT ARTICLE 6.02, ENTITLED "FOOD ESTABLISHMENTS", SECTION 6.02.001, ENTITLED "ADOPTION OF STATE FOOD ESTABLISHMENT RULES; DEFINITIONS", AND PROVIDING FOR A NEW SECTION 6.02.008 TO BE ENTITLED "ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS (MFU)"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

**ORD 5933
ADD MOBILE
FOOD VENDOR
REGULATIONS**

ACTION TAKEN.

Motion by Council Member Couch to remove Ordinance No. 5933 from Table for discussion in its regular order of business. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Mr. Shelby said at the last meeting there was discussion about the background checks by the Police Department and possible fees for processing. He amended the ordinance to reflect this discussion.

The ordinance presented tonight was amended under the permitting section, to read "no permit shall be issued to persons with a felony criminal conviction in the last five years" and it also adds a \$200 processing fee.

Council Member Watt said one concern he has is that there are some serious offenses that are Class A Misdemeanors, such as drug offenses, assaults, and crimes against persons. He wanted to make sure they knew what was included before the "catch-all phrase" of no felony convictions was used.

Council Member Couch asked if there was discretionary language that could be used to allow the staff to make the decision. Mr. Shelby said there was originally discretion in the way it was worded, and the Council wanted to eliminate that discretion.

Mr. Shelby said there was staff discussion on the time limit and the clause "no felony conviction in the last five years." There was a suggestion to add some specific offenses to the background search.

COUNCIL MINUTES – MARCH 21, 2016

Council Member Watt said there are crimes against persons and crimes against property. He felt the Council might want to include crimes against people. There are some serious Class A Misdemeanors that are crimes against persons.

Deputy Mayor Sofey said with the proposed ordinance, if a person was a registered sex offender or had a sexual offense crime that was over five years old, it wouldn't matter. Mr. Shelby confirmed that was correct. Deputy Mayor Sofey said he had a problem with that.

Council Members discussed a possible timeframe, but Deputy Mayor Sofey suggested it be prohibited indefinitely. Council Member Davis said this provision was not placed on any other business in the City. Deputy Mayor Sofey said this is a situation where people are being given extreme latitude for a permit to solicit sales.

Council Member Couch said a food truck would be on a private lot with other trucks and multiple customers. The ordinance is being proposed for Sherman to be a progressive, business friendly City. He said the ordinance could be amended later if there was a problem.

Mayor Plyler asked if there was a middle ground that addressed the sex offender question. Mr. Shelby said the staff had the same concerns and the wording he came up with was "no permit shall be issued to registered sex offenders, persons serving probation or on parole for crimes against persons, or persons with a felony conviction in the last five years."

Council Member Watt said he was comfortable with that wording and Deputy Mayor Sofey said that would also address his concerns. Mr. Shelby said that language allows that if a person is a registered sex offender or is on parole or probation, they are still serving some type of sentence.

ACTION TAKEN.

Motion by Council Member Watt to adopt Ordinance No. 5933, with the modifying language stating "no permit shall be issued to registered sex offenders, persons serving probation or on parole for crimes against persons, or persons with a felony conviction in the last five years." Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTIONS

RESOLUTION NO. 6065 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MCMANUS & JOHNSON CONSULTING ENGINEERS, LLC. FOR THE ENGINEERING DESIGN OF SWAN RIDGE DRIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A

**RES 6065
SWAN RIDGE DRIVE
ENGINEERING DESIGN**

PROFESSIONAL SERVICES AGREEMENT WITH MCMANUS & JOHNSON CONSULTING ENGINEERS, LLC. FOR THE ENGINEERING DESIGN OF SWAN RIDGE DRIVE.

Mr. Barnett said on January 18, 2016, the City Council closed Seasons West Avenue contingent on the construction of Swan Ridge Drive being completed. This engineering contract is the first step in the design and construction of Swan Ridge Drive.

Glen McManus, with McManus & Johnson Consulting Engineers, was in attendance at the meeting to answer any questions.

Council Member Steele asked about the timeframe for construction, once the design is completed. Mr. Barnett said they will work quickly on designing the right-of-way and that would be about 30% of the engineering drawings.

The construction portion will be bid after October 1, 2016, when the new budget is in place. Council Member Steele confirmed that construction would begin next year, unless there is other direction from the City Council.

Mr. Hefton said the engineering will be a fraction of the cost of construction, and is a several month process.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6065, as presented. Second by Deputy Mayor Sofey.
VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6066 – AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PROJECT MANAGEMENT SERVICES RENDERED BY A LOCAL GOVERNMENT [FM 131 (TRAVIS STREET) FROM FM 691 SOUTH TO US 75]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR PROJECT MANAGEMENT SERVICES RENDERED BY A LOCAL GOVERNMENT [FM 131 (TRAVIS STREET) FROM FM 691 SOUTH TO US 75].

**RES 6066
TRAVIS STREET,
FROM FM 691 TO
US 75**

Mr. Barnett said the City has been discussing the project with the Metropolitan Planning Organization since last summer. In October 2015 the City Council approved a Memorandum of Understanding with the MPO to render design management services on their behalf.

At that time the MOU did not specify the reimbursement agreement. The entities decided to do that with an Advance Funding Agreement for each project. This is the first AFA for the design process.

The project will be for Travis Street, from FM 691 south to US 75.

ACTION TAKEN.

Motion by Council Member Davis to approve Resolution No. 6066, as presented. Second by Council Member Steele.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE

ANNUAL SUPPLY OF HOT MIX ASPHALT

The City Council approved the request to advertise for bids for the annual supply of hot mix asphalt for the City's street maintenance work.

CONSENT AGENDA.

REQUEST TO ADV
ANNUAL SUPPLY OF
HOT MIX ASPHALT

CHANGE ORDER NO. 3

**APPROVING THE GREATER TEXOMA UTILITY
AUTHORITY'S INTENTION TO EXECUTE CHANGE ORDER
NO. 3 FOR CONSTRUCTION OF THE SHERMAN
WASTEWATER TREATMENT PLANT HEADWORKS LIFT
STATION REPLACEMENT AND ELECTRICAL UPGRADE**

The City Council approved the Greater Texoma Utility Authority's intention to execute Change Order No. 3 for construction of the Wastewater Treatment Plant Headworks Lift Station Replacement and Electrical Upgrade.

CHANGE ORDER
GTUA FOR WWTP
HEADWORKS LIFT
STATION

The change order, with Crescent Constructors, Inc., changes the type of lighting used for the interior of the building and the exterior flood lights. An additional piping bend is required due to existing underground piping and the witnessing of the pump tests has been deleted.

The change order results in a decrease of \$38,906 to the project, yielding a revised contract amount of \$4,577,339.94.
CONSENT AGENDA.

OTHER BUSINESS

**RECEIVE DIRECTOR OF COMMUNITY & SUPPORT
SERVICES STEVE AYERS' PRESENTATION ON FACILITY
AND SPACE UTILIZATION**

Steve Ayers, Director of Community and Support Services, presented an update on facility and space utilization for the City offices. The efficient and effective use of current work space helps mitigate the cost for new construction.

FACILITY & SPACE
UTILIZATION

Recently completed projects include the City Manager's Suite, Municipal Court, Ballroom, Kitchen, Auditorium, Police Server Room, Emergency Operations Center, and

Human Resources. Mr. Ayers outlined the projects including the redesign of the City Manager's Suite which reduced the amount of storage and allowed for an extra office. The Community Services Department was then moved from the Municipal Building to City Hall.

The Human Resources Office was moved from the first floor in the Municipal Building to the second floor, in the old Community Services Department office. Municipal Court was moved from the Police Department into the old Human Resources Office, which freed up additional space in the Police Department, allowing Dispatch to move into their old facility. Mr. Ayers displayed photographs of the changes.

Upgrades in the Municipal Ballroom included painting and plaster repair of the walls, installation of an overhead projector and large screen, painting and repair of the columns and bases, installation of new blinds, resurfacing of the stage floor and the renovation of the Ballroom Office.

In the kitchen, projects included tiling the floor and walls, adding a commercial stove and vented hood, adding a service window, upgrading the appliances and adding stainless shelving, plumbing, and electrical and LED lighting.

He recognized the Facilities and Maintenance employees that have been an integral part of the remodeling projects.

Mr. Ayers displayed photos of the projects during the remodeling process.

Auditorium improvements include replacing the window drapes and hardware, a new sound system, surfacing the stage, and repairing the plaster.

In September 2015, the City Council designated the Sherman Municipal Grounds as Kidd-Key Park in honor of Lucy Kidd-Key.

Mr. Ayers said currently projects are underway at the Police Department to utilize space and extend the life of the facility. An old boiler room has been remodeled and turned into the Police Station Server Room and a new Emergency Operations Center has been constructed.

Future projects include new offices and records storage at the Equipment Services Center; a new Dispatch Center at the Police Station; continued maintenance and improvements to the Auditorium; painting and hallway lighting in the Municipal Building, the IT training room, and continued evaluation of office space in the Municipal Building; renovation of the Library; and expansion of the Men's Restroom at City Hall.

The new Dispatch Center will utilize the old Municipal Court Clerk's Office. The staff is also evaluating the Public Library to determine what is needed during the renovation. Projects have already been completed to repair the sidewalks and landscape the front area at the Library.

Mr. Ayers said the changes are being made to better utilize the buildings and extend their life. The cost of new construction versus the cost of remodeling saves the City money. During the last year and a half, the City has been involved in about 9,000 square feet of renovations and space utilization.

Besides the construction projects, the Building Maintenance employees fill about 150 maintenance requests per month. The other construction projects are in addition to their normal work duties. He displayed the cost comparisons with City employees versus contractor costs for the projects.

Mr. Hefton said by completing these projects in-house, the City has saved taxpayers hundreds of thousands of dollars. It may take a little longer because they have other job duties, but they are saving money and do an excellent job.

Deputy Mayor Sofey said construction is what he does for a living and these guys are doing a great job with the renovation projects.

**RECEIVE COMMUNICATIONS MANAGER NATE STRAUCH'S
PRESENTATION ON THE CITY OF SHERMAN'S LOW
INCOME HOUSING TAX CREDIT POLICY**

**LOW INCOME TAX
CREDIT POLICY**

Nate Strauch, Communications Manager, presented a report on the City's Low Income Housing Tax Credit Policy, which ensures responsible multi-family development.

The program was created by the Federal government in 1986 to incentivize multi-family housing construction and encourage development. Each year, States receive a block of tax credits, based on their population, and the Housing Authorities develop a process by which those tax credits are distributed. For Texas, last year that was about \$48 million.

Applications for the tax credits are submitted to the Texas Department of Housing and Community Affairs, which ranks them on several factors including whether they have support from their prospective communities.

Cities can decide to issue a letter of support, a letter stating no objections, or withhold support entirely. As a result, the City of Sherman has been contacted recently by several developers that would like to bring low interest housing to the community.

If a developer is approved for these tax credits, he would build his low income housing project, and over the next 15

years, he would receive tax credits to offset 70% of the cost of the project.

Mr. Strauch presented a chart outlining what is considered low income limits for Sherman and the corresponding rent limits for 2015. Maximum rents are capped at 30% of adjusted income for maximum occupancy of a unit and the units must remain low income for 30 years.

Sherman currently has two low income housing projects, the Villas of Sherman and Steeple Chase. The Villas of Sherman has 124 units and was opened in 1997. They received \$758,332 tax credits for the project.

Steeple Chase has 156 units and was approved in 2010, and opened in 2012. They received \$1.9 million in tax credits for the project.

Mr. Strauch said these types of projects are often controversial and many times there is a lot of opposition. He added that sometimes these projects attract developers that are not always “above board.”

The Federal Supreme Court has determined that a City is not under any obligation to support any individual project, any individual developer, or any individual location. He said cities have a legally recognized right to choose which low income developers they want to work with and to choose only ones that will positively contribute to the City.

Mr. Strauch said firmly established guidelines can help a City determine which developers they would like to work with and “scares off less reputable developers” from asking the City for support. Clear guidelines will also help the applicants know what they need to do to get the City’s support for their project.

He presented the City’s proposed Low Income Housing Tax Credit Policy, saying it was a compilation of several well-established policies in cities throughout Texas. He added that Sherman will be one of the smallest cities in the State to adopt low income housing guidelines.

The proposed policy states Sherman’s intent, clearly lists the evaluation criteria, outlines the application process for a letter of support, and clarifies that the State, not Sherman, holds the final decision-making authority.

Mr. Strauch said the City has developed a formal application to be submitted by prospective developers. The application process also includes a list of completed developments by the developer so the City can judge their previous developments.

Sherman is currently at a 94% apartment occupancy rate and needs more multi-family housing. This proposed policy

will help the City determine which developers to deal with for low income, multi-family housing.

Council Member Couch asked what the multi-family housing number should be for Sherman's size. Mr. Hefton said the State sets the benchmark, through the Department of Housing and Community Affairs. There is a need for affordable housing in Sherman, but before moving forward with any of the partners, the City needs to have a policy in place.

Council Member Steele suggested that the City's policy state that the developer would need to "keep" their property and not sell it. A lot of these entities build the project, get their money, and then sell the property, and then they become "slums." A developer that keeps their property will continue with maintenance and upkeep on the property so it won't deteriorate.

Mr. Hefton said that is part of the evaluation criteria for the developers. Council Member Davis reiterated that the City would look at their past experience in other communities.

Mr. Strauch said are two sides to every low income housing transaction. There is the developer's side and the people that are actually building the property. The City would need to evaluate whether they have a high quality of construction. The other side of every transaction is a group of investors. The City's proposed policy is a "blanket approach" to look at both sides.

CONSIDER SCHEDULING A JOINT MEETING OF THE CITY COUNCIL AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES FOR 11:30 A.M. ON MONDAY, APRIL 11, 2016, FOR A STRATEGIC PLANNING SESSION

**SET JOINT MEETING
WITH SISD TRUSTEES**

Mr. Hefton said he has been working with the new Sherman Independent School District Superintendent to determine a time for the two entities to meet and discuss strategic planning. The proposed date is Monday, April 11, 2016 at 11:30 a.m., in the City Council Chambers. This would probably be the first of several meetings to be more proactive in working with the SISD.

ACTION TAKEN.

Motion by Council Member Steele to schedule a Joint Meeting of the City Council and the Sherman Independent School District Board of Trustees for April 11, 2016, at 11:30 a.m., as presented. Second by Council Member Johnson.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele, Watt.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS

MAIN STREET ADVISORY COMMITTEE (6)

Council Members wanted to discuss appointments to the Main Street Advisory Committee in Executive Session.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER
551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.072 DELIBERATION REGARDING
REAL PROPERTY

SECTION 551.074 PERSONNEL MATTERS

SECTION 551.087 DELIBERATE REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:33 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:47 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

Council Member Watt left the meeting during Executive Session.

Ordinance 5943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A) ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DAYCARE/PRESCHOOL/ EDUCATIONAL DEVELOPMENT CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE

CITIZENS REQUESTS

MEDIA QUESTIONS

MAIN STREET
ADVISORY
COMMITTEE

EXECUTIVE SESSION

OPEN MEETING

ORD 5943
APPEAL FROM P&Z
SUP FOR DAY
CARE CENTER
(1211 BLANTON DR.)

COUNCIL MINUTES – MARCH 21, 2016

GRANTED SUBJECT TO CERTAIN CONDITIONS;
PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ACTION TAKEN.

Motion by Council Member Johnson to adopt Ordinance No. 5943, in accordance with the Staff Review Letter and effective for one year, subject to reapplication in one year. Second by Council Member Couch.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS**

MAIN STREET ADVISORY COMMITTEE (6)

ACTION TAKEN.

Motion by Council Member Couch to appoint Sherry Little, Ginger Nye, Daron Holland, Verna Gilbert-Morneau, Felicia Herron, and Robin Phillips to the Main Street Advisory Committee for a term from March 22, 2016 to a date to be determined. Second by Council Member Johnson.

VOTING AYE: Couch, Davis, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

There were no Council Comments.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:50 p.m.

MAIN STREET
ADVISORY
COMMITTEE

COUNCIL COMMENTS

ADJOURNMENT

MAYOR

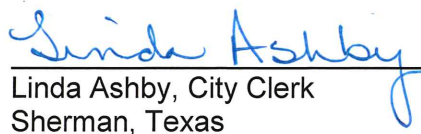
CITY CLERK

**CERTIFICATION OF
PETITION**

March 14, 2016

I, LINDA ASHBY, in my capacity as City Clerk for the City of Sherman, Texas, have carefully examined signatures on the Local Option Election Petition filed with the City on February 15, 2016, pertaining to the "Legal Sale of All Alcoholic Beverages Including Mixed Beverages". The required number of signatures needed on the petition is 2,081 and I have examined 2,085 signatures and declared them valid. I have determined and do hereby certify that the petition is sufficient.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City of Sherman, Texas, this the 14th day of March, 2016.



Linda Ashby, City Clerk
Sherman, Texas

Little Zebra's Operations

Little Zebra's goal is for each child to feel good about themselves, to feel safe and loved, and to have tons of fun learning. Little Zebra Child Development Center provides a safe learning experience for our children in a Christian atmosphere to prepare them to enter Kindergarten.

The age range for Little Zebra's is 0 to 5 years of age. Maximum number of students is 15. Little Zebra's Child Development Center will be properly staffed. Hours of operation Monday through Friday 6:00AM – 6:00PM

Little Zebra teachers have many qualities, but their best gift is that they love each and every child as their own. The staff has an average of 20 plus years of experience at the head start/preschool level. Each teacher is certified in CPR and First Aid and receives continuing education annually.

Little Zebra Child Development Center will be a registered Child Care Home licensed by the Texas Department of Family and Protective Services.

Little Zebra’s Daily Schedule

6:00AM – 7:00AM	Early Arrival
7:00AM- 8:00AM	Quiet Hour
8:00AM – 8:45AM	Arrival/Prep for Breakfast
8:45AM – 9:15AM	Breakfast
9:15AM – 9:45AM	Morning Circle
9:45AM – 10:30AM	Fitness/Outside
10:30AM – 11:00AM	Scholars
11:00AM – 11:50AM	Lunch Time
11:50AM – 12:00PM	Potty Training
12:00PM – 2:00PM	Relaxation/Nap
2:00PM – 3:00PM	Plan-Do-Review/Centers
3:00PM – 3:45PM	Snack Time
3:45PM – 4:30PM	Brain Teaser
4:30PM – 5:15PM	Music & Movement
5:15PM – 6:00PM	Story Time & Dismissal

Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children

§746.1601 How many children may one caregiver supervise?

Subchapter E, Child/Caregiver Ratios and Group Sizes

Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children

September 2003

Medium-High

The classroom ratio is the number of children one caregiver may supervise and is shown in the following chart. The classroom ratio is based on the specified age of the children in the group, unless otherwise stated in this subchapter:

If the specified age of the children in the group is...	Then the maximum number of children one caregiver may supervise is...
0 – 11 months	4
12 – 17 months	5
18 – 23 months	9
2 years	11
3 years	15
4 years	18
5 years	22
6-8 years	26
9-13 years	26

- Adults must be more actively involved in the supervision of children under 24 months due to their limited muscle control and physical skills. Children under 24 months are also at greater risk during an emergency requiring evacuation of the center.
- Research indicates direct, warm, social interactions between adults and children are more likely to occur with lower child/caregiver ratios.
- According to the American Academy of Pediatrics (AAP), caregivers must be recognized as performing a job for groups of children that parents would rarely be considered capable of handling alone. Caring for a group of three infants is the same as caring for infant triplets; four toddlers can be the equivalent to a set of quadruplets.

§746.1603 How do I determine the specified age of the children in each group?

Subchapter E, Child/Caregiver Ratios and Group Sizes

Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children

September 2003

(no weight)

Identify the specified age of the children in each group using this formula:

- (1) List all of the children in the group in order of their ages from youngest to oldest. Children younger than 24 months should be listed by their age in months. Children two years and older are listed by their age in years.
- (2) Determine the total number of children in the group and divide this number by two. If the result is not a whole number but is .5, such as 6.5, round up to the next number, which is 7. This will be the core number of the group.
- (3) Begin counting at the first or youngest child on your list and count down the list from youngest to oldest, until you reach the core number. The age of this child is the specified age of the children in this group.

§746.1605 May I combine infants with children 18 months and older?

Subchapter E, Child/Caregiver Ratios and Group Sizes

Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children

September 2003

Medium-High

Yes. If you have 13 or more children in care, you may combine infants with older children as long as the oldest child in the group is not more than 18 months older than the youngest child. For example, if the youngest child in a group is eight months old, the oldest child in the group must not be more than 26 months old.

- *There are some programs that offer what is called "continuity of care" for infants and toddlers. This is where a mixed age group made up of children between the ages of birth through 35 months is cared for together from the time they enroll in the center until they turn three. Benefits of this arrangement include consistency in caregivers in a setting that resembles siblings within a family, as well as developmental and curricular advantages.*
- *When infants are infrequently grouped with older children in a space not specifically designed to meet their needs and without additional caregivers there is increased risk to their health and safety.*

§746.1607 If I have two caregivers with each group, may I double the number of children one caregiver may supervise?

Subchapter E, Child/Caregiver Ratios and Group Sizes

Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children

September 2003

Medium-High

The maximum number of children two or more caregivers may supervise is limited by the maximum group size.

§746.1609 What is the maximum group size?*Subchapter E, Child/Caregiver Ratios and Group Sizes**Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children**September 2003*

Medium-High

The maximum group size and the number of children two or more caregivers may supervise when 13 or more children are in care is specified in the following chart and is based on the specified age of the children in the group:

If the specified age of the children in the group is...	Then the maximum group size and number of children two or more caregivers may supervise is...
0 – 11 months	10
12 – 17 months	13
18 – 23 months	18
2 years	22
3 years	30
4 years	35
5 years	35
6-8 years	35
9 – 13 years	35

Research has shown that when caregivers have fewer children to supervise and the group size is limited it reduces the likelihood of injuries and illness in children and increases opportunities for positive interaction with children. Excessive numbers of young children increase the danger of high caregiver stress and loss of control.

§746.1611 Are there times when I may mix groups of children and exceed the maximum group size?*Subchapter E, Child/Caregiver Ratios and Group Sizes**Division 2, Classroom Ratios and Group Sizes for Centers Licensed To Care for 13 or More Children**September 2003*

- (a) Yes. When 13 or more children are in care, you may mix groups for joint activities and exceed the maximum group size for limited times under the following conditions:

Medium

- (1) For children 18 months through four years, for a maximum of 30 minutes;

Medium

- (2) For children five years and older, for a maximum of 1 1/2 hours;

Medium

- (3) For mealtimes, field trips, outdoor play, and naptimes, for the length of that activity.

Medium-High

- (b) The child/caregiver ratio must be met for each group and activity.

During special activities when children are combined and the room capacity may be exceeded, consider whether the children are overcrowded or would be endangered in the event of an emergency requiring evacuation of the child-care center.

Bill Sneed & Magalene Kirvin
1205 Blanton Dr.
Sherman, TX 75092

To Whom It May Concern:

In reference to the property located at 1211 Blanton Dr. that is being considered for a Childcare center;

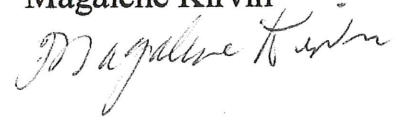
We feel that traffic and parking on this street would not be an issue during the day because Blanton Drive is a fairly wide street, and the property itself has enough parking space for four vehicles in their driveway. We don't feel that dropping off or picking up kids during the day would disrupt the normal activities that already exist within the neighborhood.

Thank you for reading this letter that we are submitting in support of our neighbors, Delmar and Chiniqua Hill.

Bill Sneed



Magalene Kirvin



Planning and zoning Board
Building Inspection Department
Scott Shaden

The request from Delmar and Chiniqua Hill for Zone
change at 1211 Blanton

We have lived across the street from Delmar and
Chiniqua Hill almost 20 years and find they
are very nice People. We think what they
are doing is a good thing. They have completely
remodeled the home to help a lot of children
see what a nice environment they will be in
and guided by a good woman that can help them
with her experience and knowledge she has had
for the past 22 years.

We agree with what they are doing for the
community.

Charles Carey

Margaret Pae Carey















FACILITY UTILIZATION AND WORK SPACE EFFICIENCY

Efficiency in Space Utilization

- Efficient & Effective Utilization of Current Work Space and Facilities
- Mitigate the need for new construction and the associated cost
- Budgetary goals

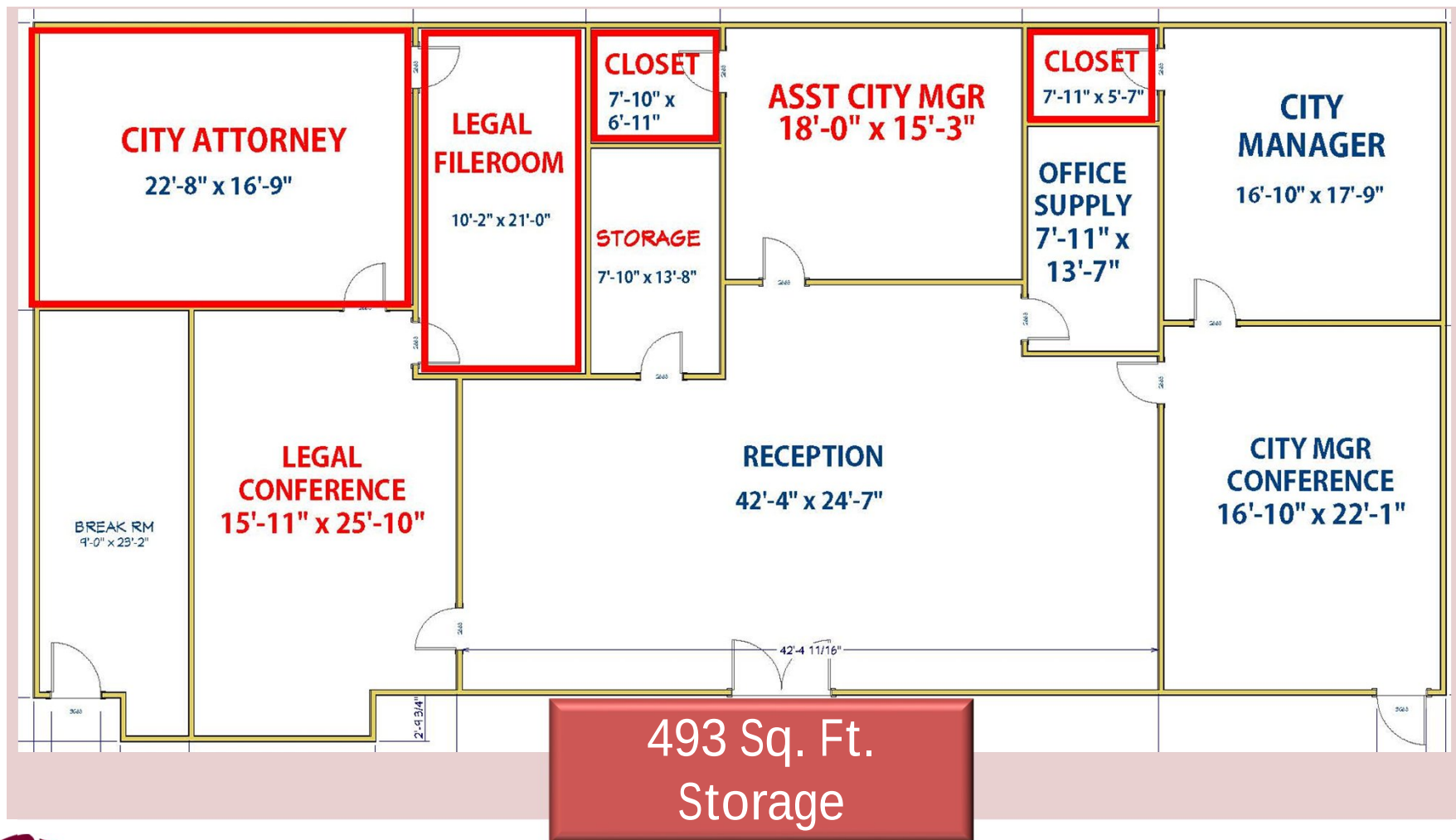


COMPLETED PROJECTS

- City Hall
- Municipal Court
- Ballroom
- Kitchen
- Auditorium
- Police server room
- Emergency Operations Center
- Human Resources

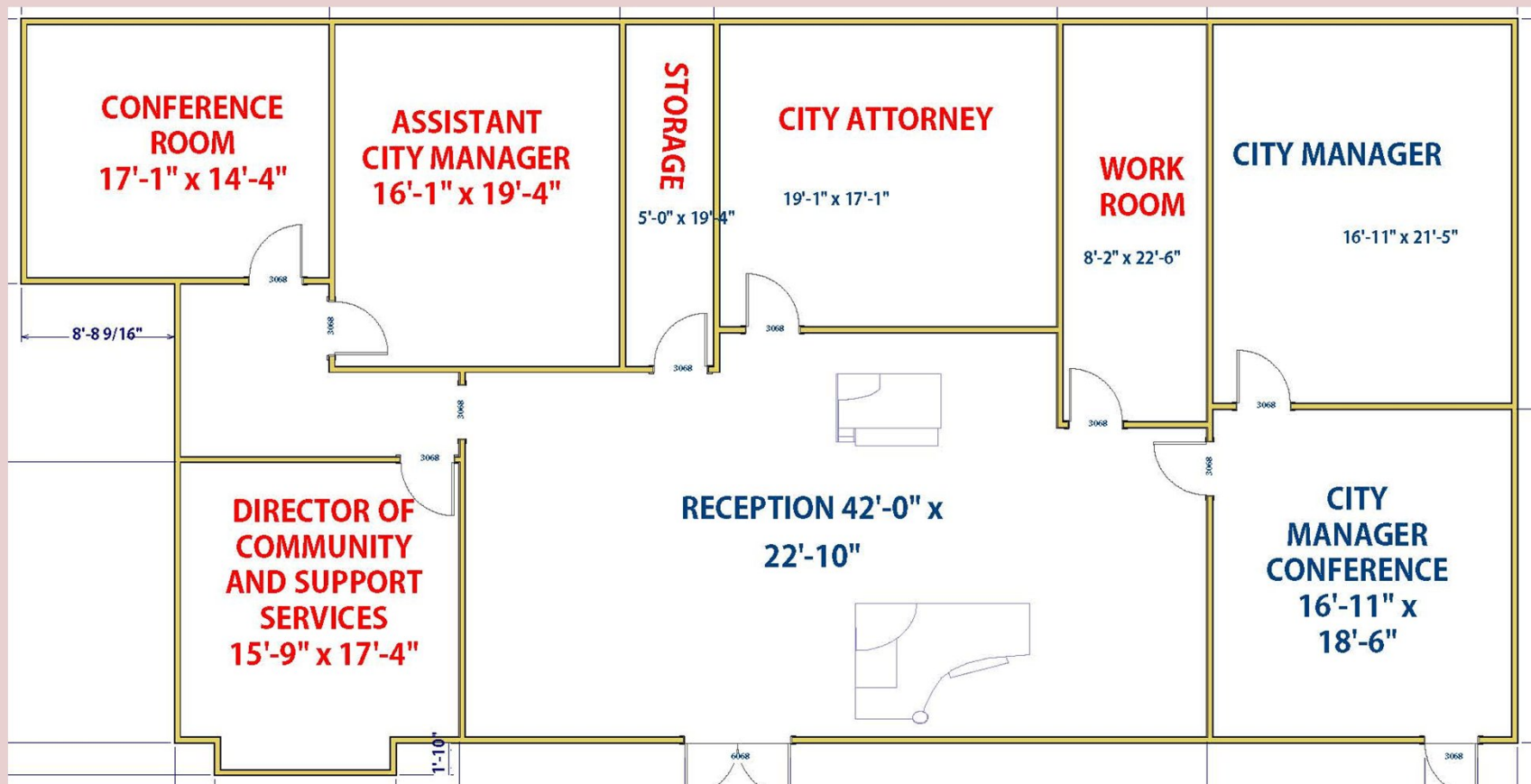
CITY HALL REMODEL

FLOOR PLAN BEFORE



CITY HALL REMODEL

FLOOR PLAN AFTER REMODEL



SPACE UTILIZATION

Community Services ➡ City Hall

HR ➡ Community Services

Municipal Court ➡ HR

Dispatch ➡ Municipal Court

CITY HALL REMODEL



CITY HALL REMODEL

File/Storage Room



Assistant City Manager



MUNICIPAL BUILDING

Human Resources department moved to second floor newly remodeled office space – (formerly Community Services dept.)

Ballroom

- Painted walls and plaster repair
- Installed overhead projector and large screen
- Painted/repaired column and bases
- Installed New Blinds
- Resurfaced Stage Floor
- Renovated ballroom office

Kitchen

- Tiled floor and walls
- Commercial stove & vented hood
- Service window
- Appliance upgrade and stainless shelving
- Plumbing
- Electrical and LED lighting

Municipal Courtroom and Clerk's Office moved from Police station to newly remodeled office space (formerly Human Resources)

HUMAN RESOURCES

HR moved to former Community Services area to make room for Municipal Court

Former Community and Support Services Office

(2nd floor Municipal Building)



Renovations in Progress



Renovations in Progress



New Human Resources Office



Renovations in Progress



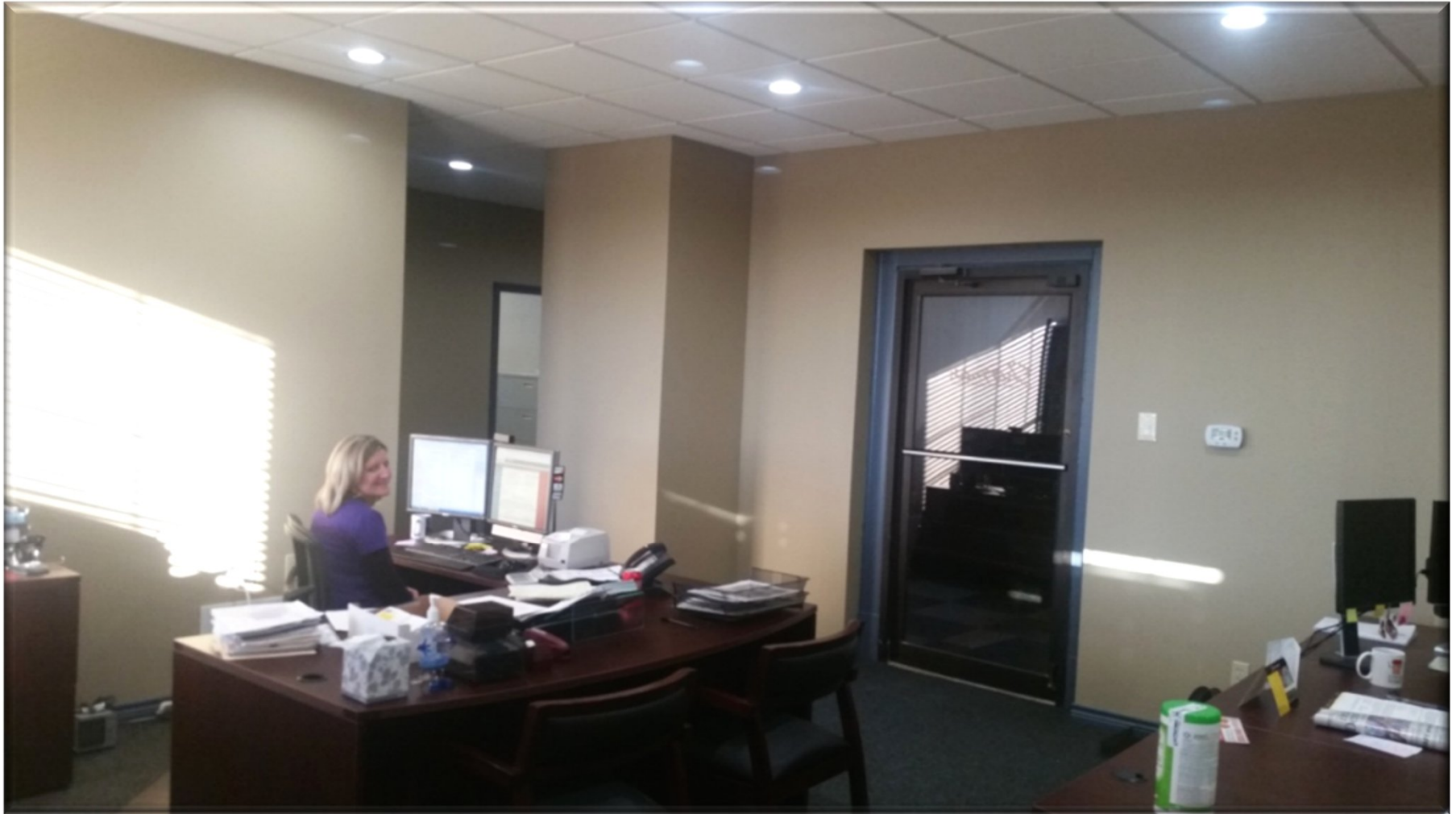
New Human Resources Office



New Human Resources Office



New Human Resources Office



MUNICIPAL BUILDING

Kitchen

- Tiled floor and walls
- Commercial stove and vented hood
- Service window
- Appliance upgrade and stainless shelving
- Plumbing
- Electrical and LED lighting

BEFORE PICTURE OF KITCHEN REMODEL



BEFORE PICTURE OF KITCHEN REMODEL



BEFORE PICTURE OF KITCHEN REMODEL



KITCHEN REMODEL



KITCHEN REMODEL



KITCHEN REMODEL



KITCHEN REMODEL



KITCHEN REMODEL



Utilizing city resources
allowed for project
expansion

KITCHEN REMODEL



KITCHEN REMODEL



KITCHEN REMODEL



MUNICIPAL BUILDING

Ballroom

- Painted walls and plaster repair
- Installed overhead projector and large screen
- Painted/repaired column and bases
- Installed new blinds
- Resurfaced stage floor
- Renovated ballroom office

BALLROOM IMPROVEMENTS



BALLROOM IMPROVEMENTS



BALLROOM IMPROVEMENTS



BALLROOM IMPROVEMENTS



BALLROOM IMPROVEMENTS



BALLROOM IMPROVEMENTS



AUDITORIUM IMPROVEMENTS

Window Drapes and Hardware

Stage Floor

New Sound System

Plaster Repair



AUDITORIUM IMPROVEMENTS



AUDITORIUM IMPROVEMENTS

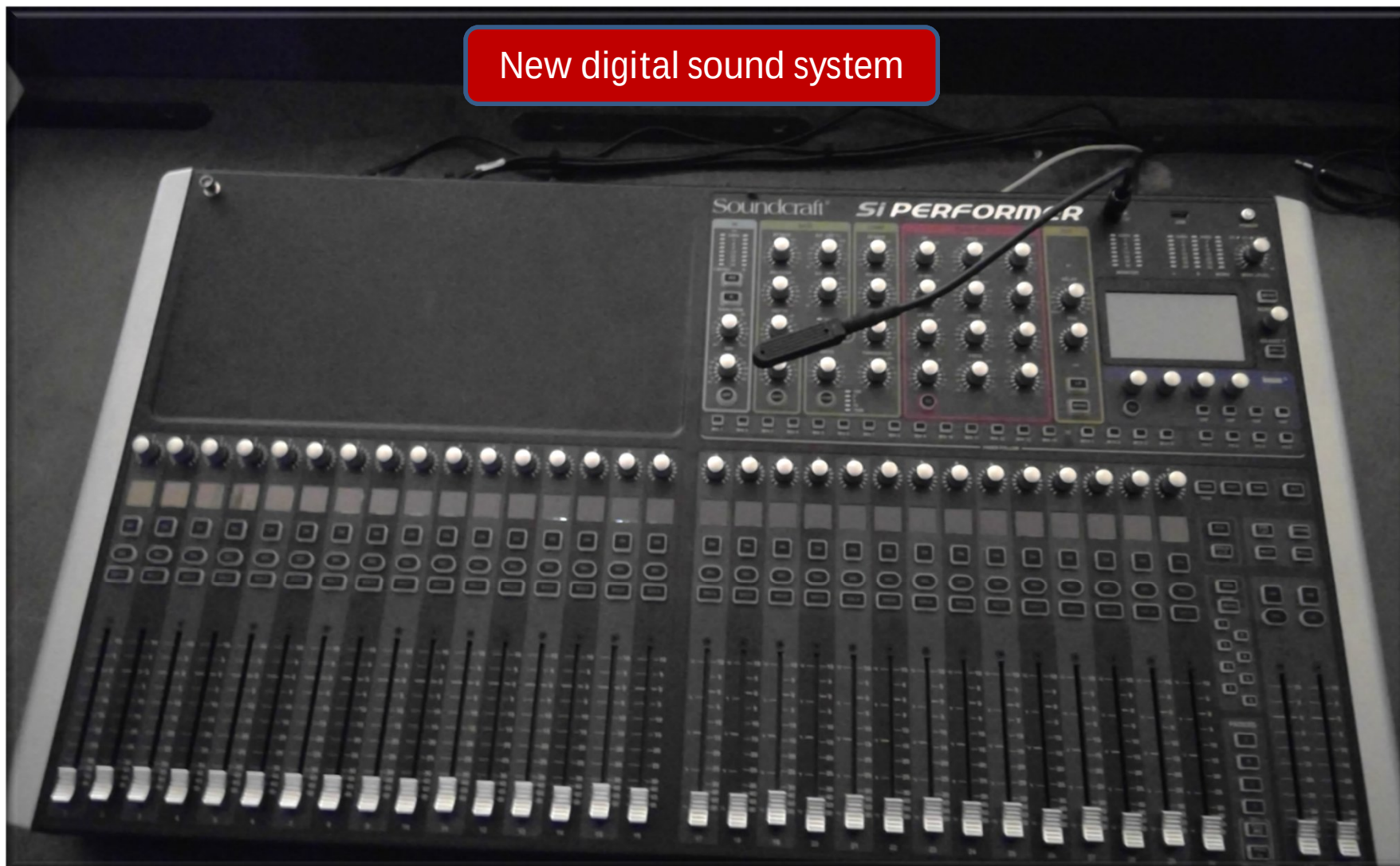


AUDITORIUM IMPROVEMENTS



AUDITORIUM IMPROVEMENTS

New digital sound system



LUCY KIDD-KEY PARK

Formerly the Sherman Municipal Grounds, Kidd-Key Park was created in September 2015 by the Sherman City Council. The park's name was chosen to honor Lucy Kidd-Key, who founded and ran a women's college at the site in the late 1800s and early 1900s



MUNICIPAL BUILDING

Municipal Court

- Moved from Police station to newly remodeled office space (formerly Human Resources)

PREVIOUS HR OFFICE

(Now new municipal court)



NEW MUNICIPAL COURT

Judge's Bench and Witness Stand





NEW MUNICIPAL COURT

Judge's Bench and Witness Stand



NEW MUNICIPAL COURT

Judge's Bench and Witness Stand



NEW MUNICIPAL COURT CLERK'S OFFICE



NEW MUNICIPAL COURT CLERK'S OFFICE



SPACE UTILIZATION

POLICE DEPARTMENT SERVER ROOM

Police Station Server Room



Assistant Chief Fair
Project Coordinator

Police Station Server Room



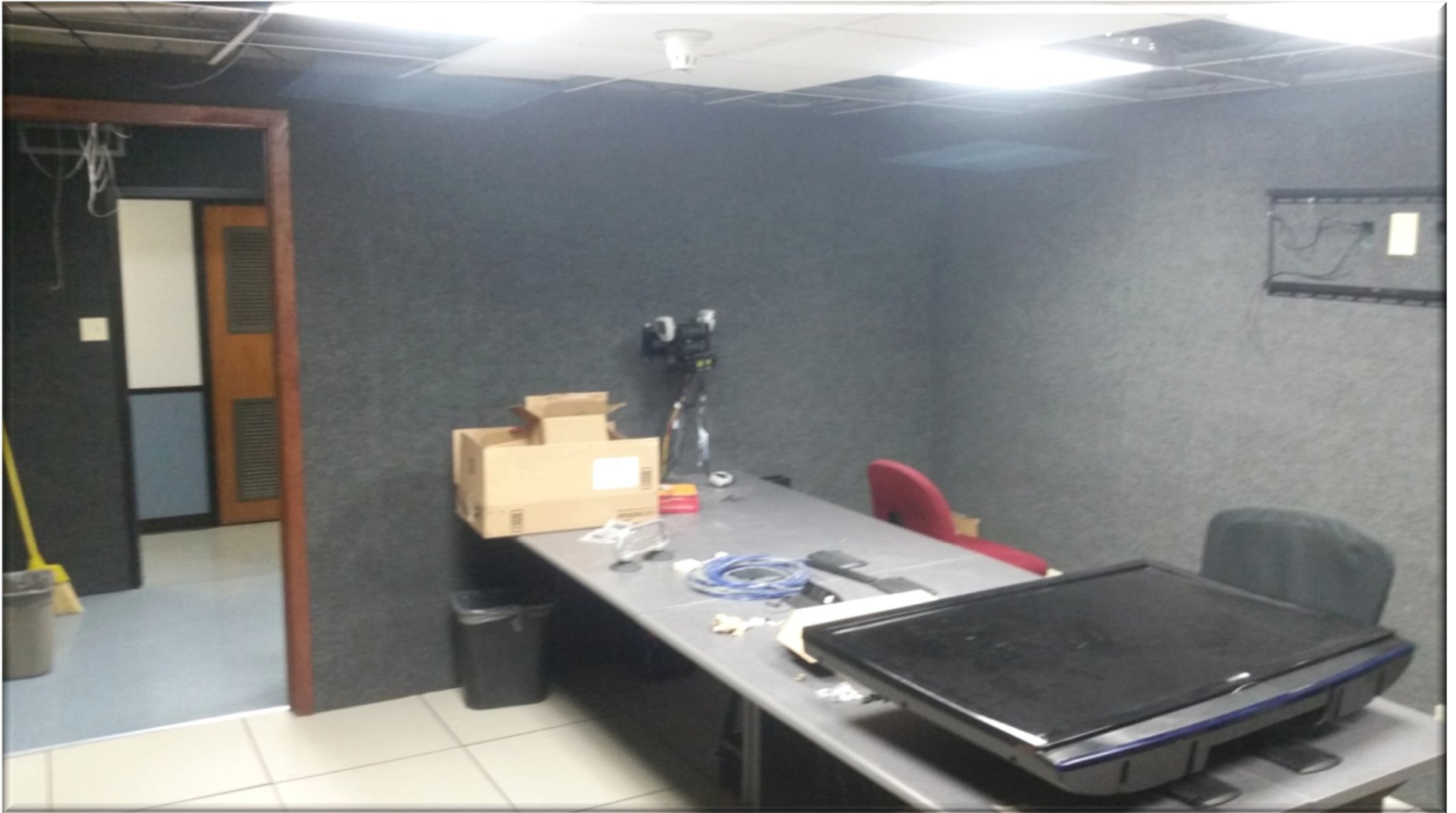
Police Station Server Room



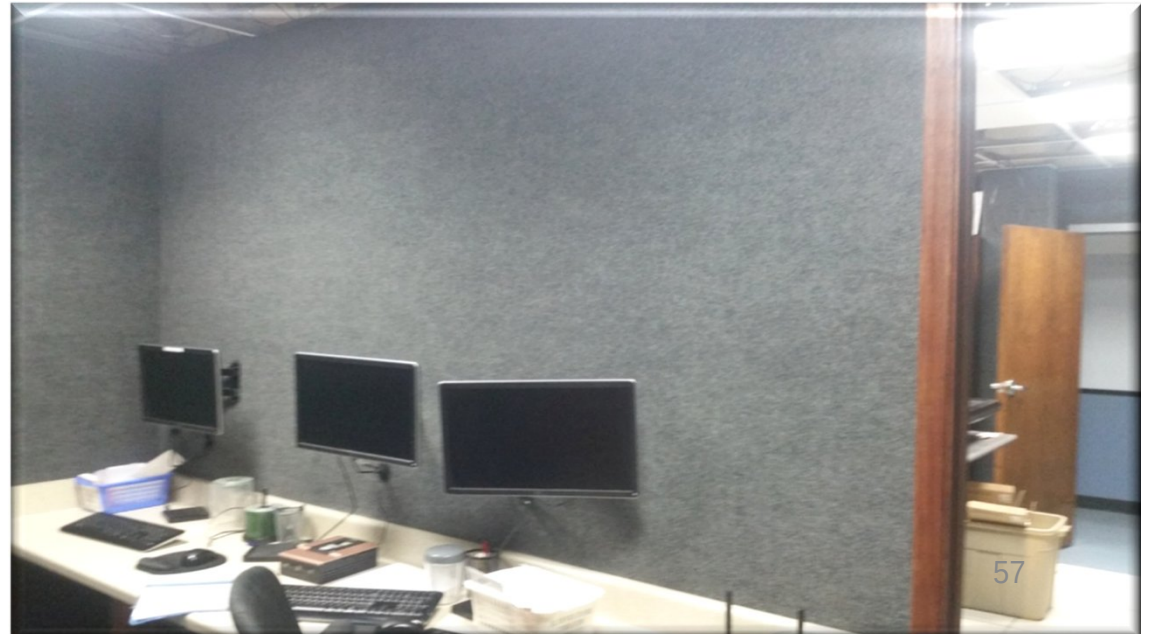
- Identify dead space
- Extend life of building



Emergency Operations Center



Emergency Operations Center



FUTURE PROJECTS

- | | |
|--|--|
| <ul style="list-style-type: none">• Equipment Services<ul style="list-style-type: none">• New offices• Records storage• Continue facelift projects | <ul style="list-style-type: none">• Police Station<ul style="list-style-type: none">• New Dispatch Center |
| <ul style="list-style-type: none">• Auditorium<ul style="list-style-type: none">• Plaster and paint | <ul style="list-style-type: none">• Municipal Building<ul style="list-style-type: none">• Painting and lighting• IT training room• Continued office evaluation |
| <ul style="list-style-type: none">• Library<ul style="list-style-type: none">• Complete Renovation | <ul style="list-style-type: none">• City Hall<ul style="list-style-type: none">• Men's Restroom expansion |

FUTURE PROJECTS

Police Station

- New Dispatch Center

CURRENT DISPATCH CENTER

(moving to Court Clerk's office)



FUTURE DISPATCH CENTER

(Previously Court Clerk's office)



FUTURE PROJECTS

Library

- Complete Renovation

LIBRARY IMPROVEMENTS COMPLETED

- Repaired library sidewalks
- Landscaped in front of library and around new sidewalks



LIBRARY IMPROVEMENTS (Cont'd.)



LIBRARY IMPROVEMENTS (Cont'd.)



LIBRARY IMPROVEMENTS (Cont'd.)



LIBRARY IMPROVEMENTS (Cont'd.)



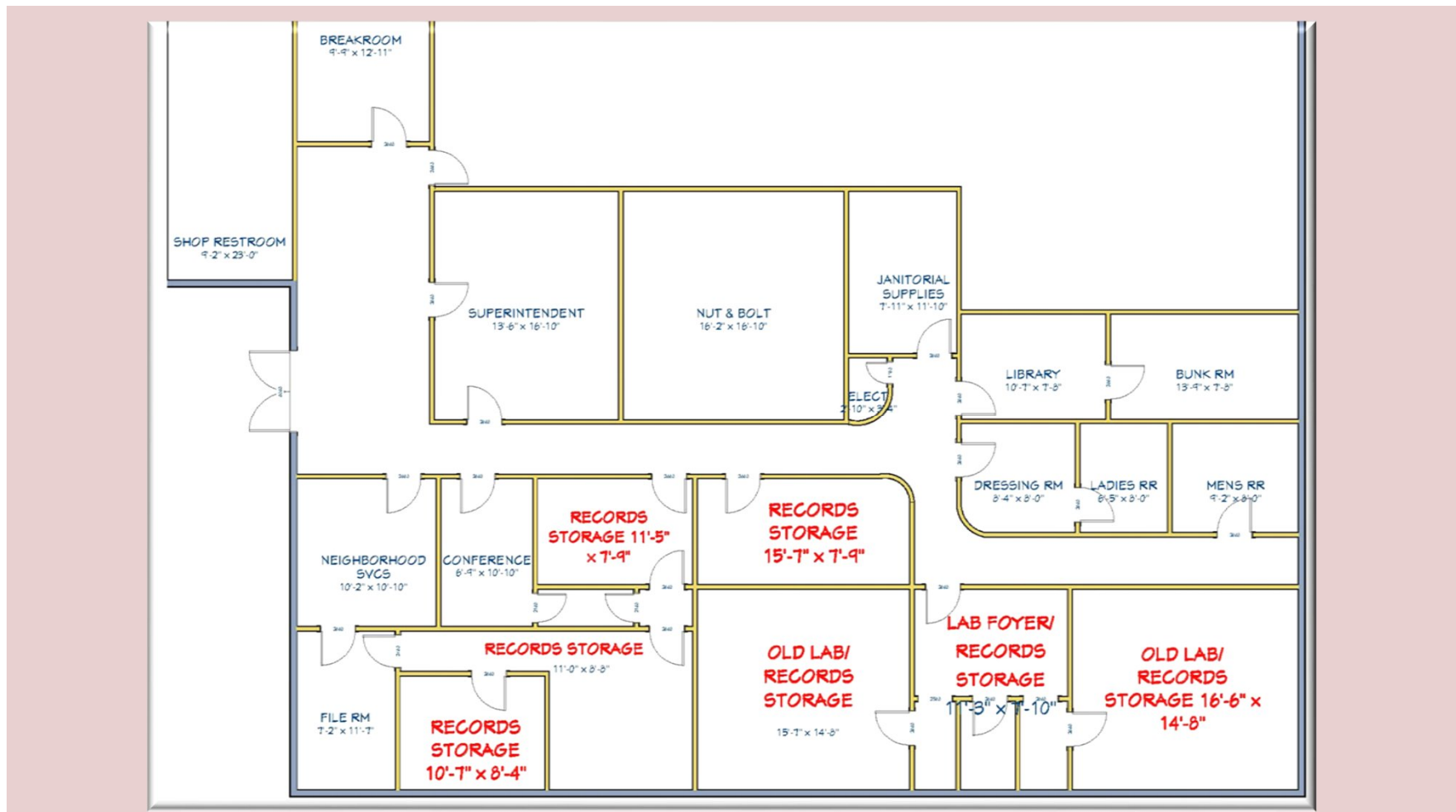
FUTURE PROJECTS

Equipment Services

- New offices
- Records storage
- Continue facelift projects

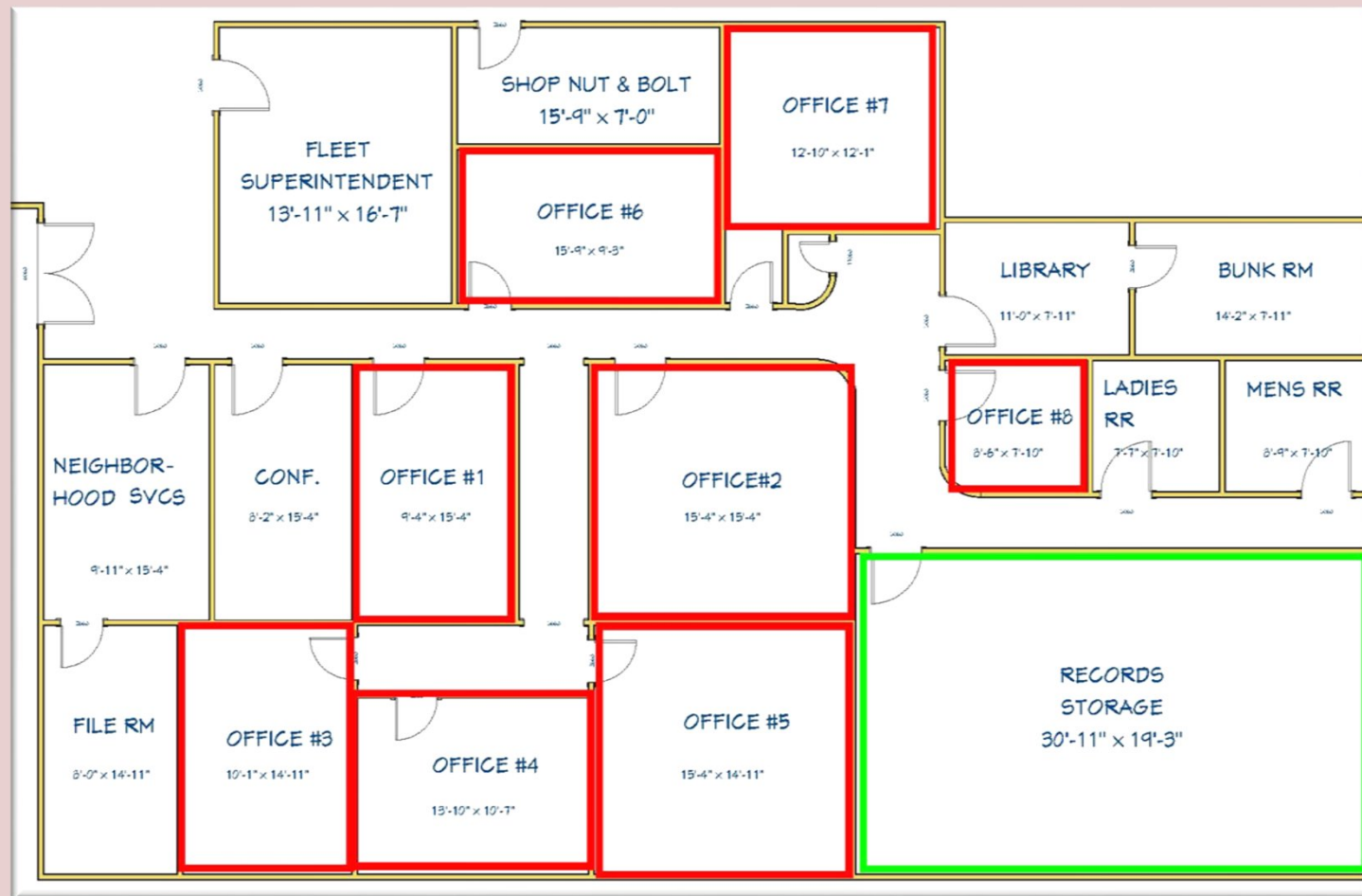
EQUIPMENT SERVICES CENTER

FLOOR PLAN BEFORE



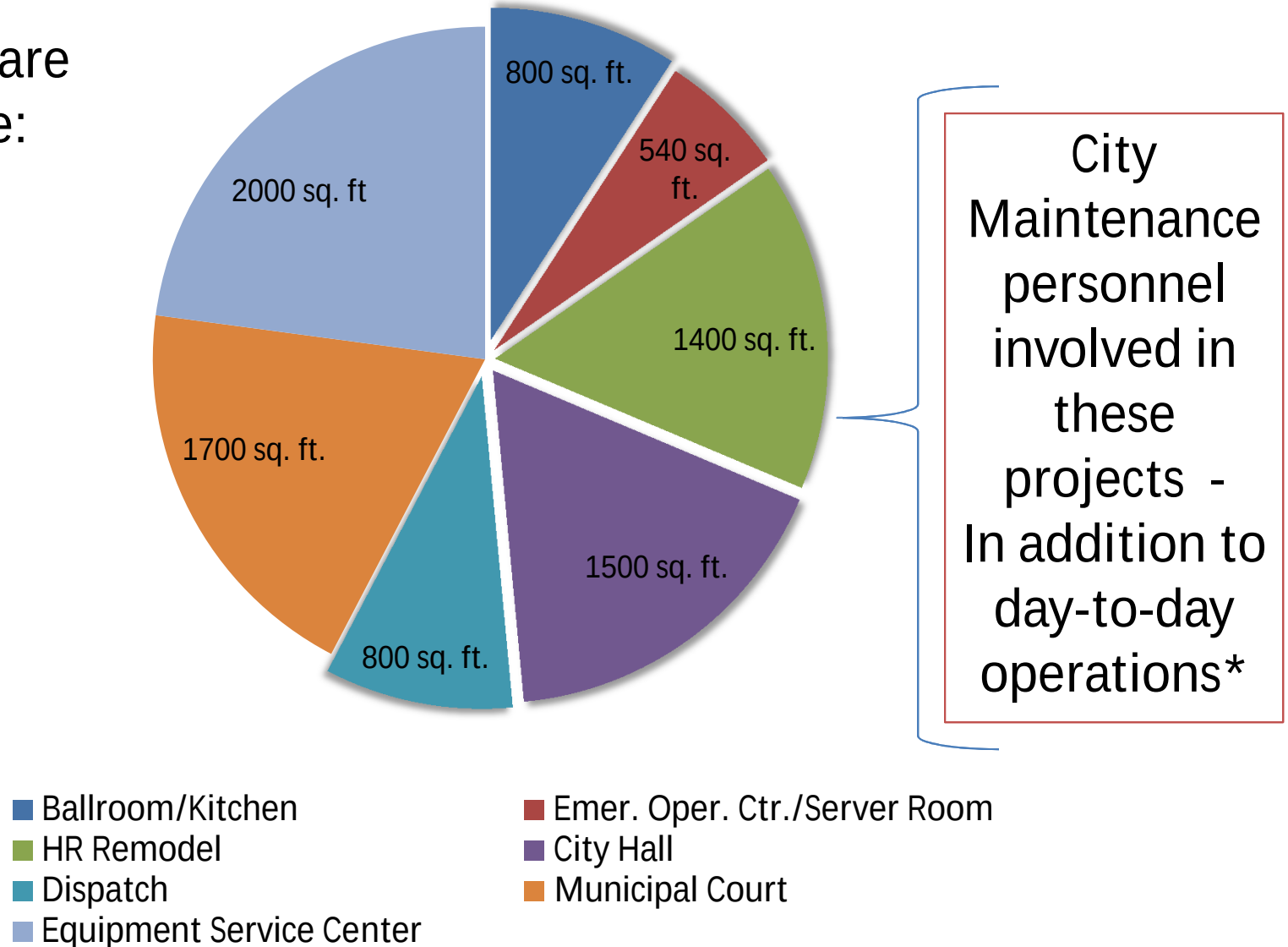
EQUIPMENT SERVICES CENTER

FLOOR PLAN AFTER



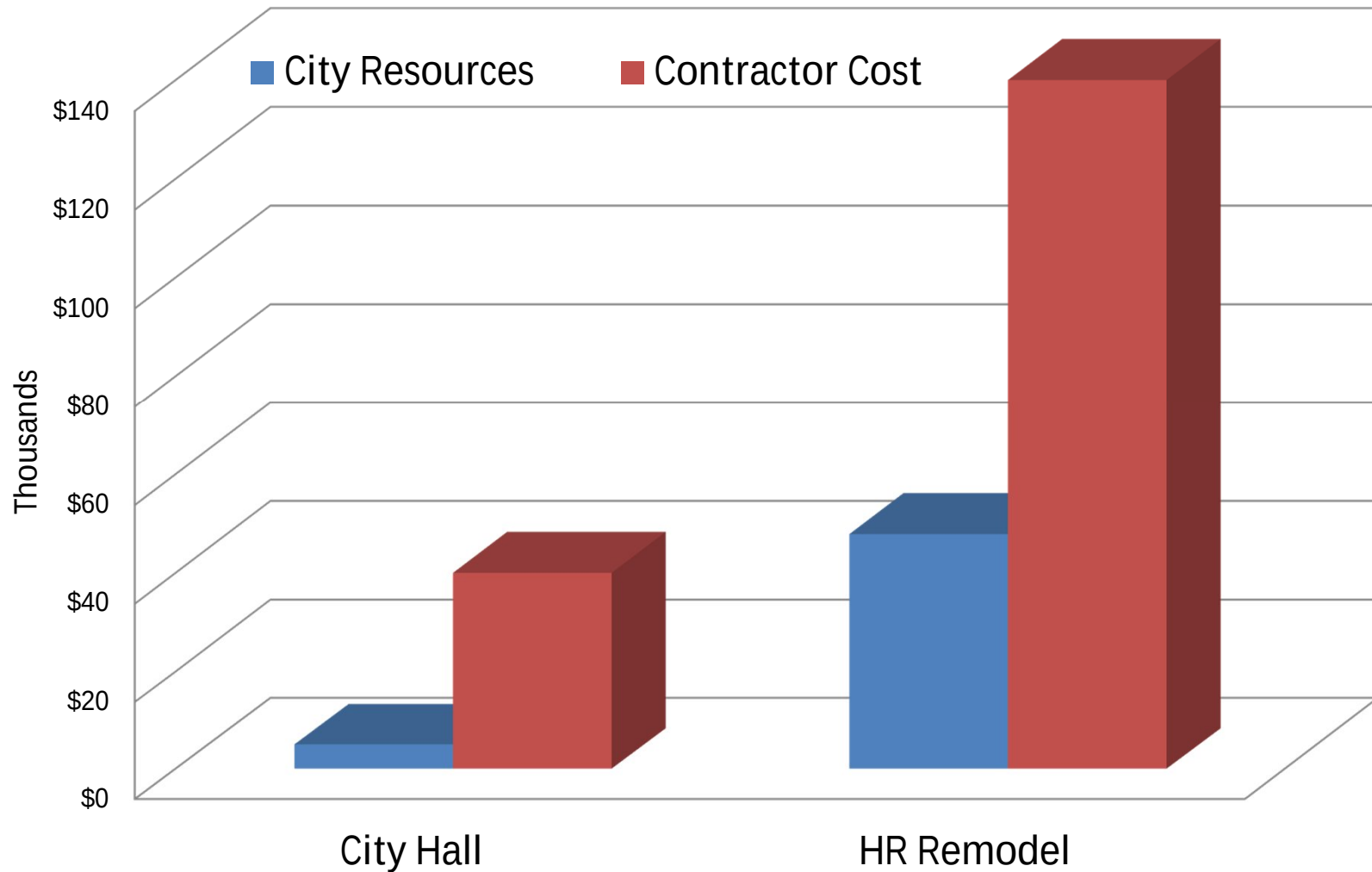
Projects by Square Footage

Total Square
Footage:
8,740



***150/month maintenance requests**

City Resources vs. Outside Contractor







SHERMAN LIHTC POLICY

Ensuring Responsible Multifamily Development



WHAT IS LIHTC?

- Created by feds in 1986 to incentivize multifamily housing construction.
- States receive a block of tax credits, based on population.
 - Texas: 27 million people x \$1.75 each ≈ \$48 million
- Tax credits are doled out each year by the Texas Department of Housing & Community Affairs (TDH).
- TDH ranks applications submitted by developers based, in part, on whether they have support from their prospective communities.
- Cities can decide to issue a letter of support, a letter stating no objections, or withhold support entirely.
- Sherman has received increased interest recently from LIHTC developers.

WHAT IS LIHTC: A VISUAL



WHAT IS LIHTC: A VISUAL



WHAT IS LIHTC: A VISUAL



Sherman
CLASSIC TOWN. BROAD HORIZON.

WHAT IS LIHTC: A VISUAL



Sherman
CLASSIC TOWN. BROAD HORIZON.



WHAT IS LIHTC: A VISUAL



Sherman
CLASSIC TOWN. BROAD HORIZON.



WHAT IS LIHTC: A VISUAL



Sherman
CLASSIC TOWN. BROAD HORIZON.



WHAT IS LIHTC: A VISUAL



WHAT IS LIHTC: A VISUAL



INCOME LIMITS

LIHTC Income Limits for 2015 (Based on 2015 MTSP Income Limits)

	Charts	60.00%
1 Person		26,100
2 Person		29,820
3 Person		33,540
4 Person		37,260
5 Person		40,260
6 Person		43,260
7 Person		46,260
8 Person		49,200
9 Person		52,140
10 Person		55,140
11 Person		58,140
12 Person		61,080

LIHTC Rent Limits for 2015 (Based on 2015 MTSP/VLI Income Limits)

Bedrooms (People)	Charts	60.00%
Efficiency (1.0)		652
1 Bedroom (1.5)		699
2 Bedrooms (3.0)		838
3 Bedrooms (4.5)		969
4 Bedrooms (6.0)		1,081
5 Bedrooms (7.5)		1,193

- 60% = 1.2x HUD's Very Low Income mark for a family of four, adjusted for household size.
- Maximum rents are capped at 30% of adjusted income *for maximum occupancy* of unit.
- Units must remain low-income for 30 years.

EXAMPLES



Villas of Sherman
Sherman, TX
124 Units
Approved 1997
\$758,332 LIHTC

EXAMPLES



Steeple Chase
Sherman, TX
156 units
Approved 2010
\$1.9m LIHTC

PROJECTS CAN BE CONTROVERSIAL

71°  Wednesday, March 16, 2016

The Dallas Morning News

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Frisco

Proposed affordable housing complex draws opposition in Frisco

North Court Villas
Frisco, TX
Opened 2013

WHOM MUST WE SUPPORT?

- No one.
- No individual project. No certain developer. And no specific location.
- *TDH v. Inclusive Communities Project, Inc.*, decided 6/25/2015:

“Zoning officials ... must often make decisions based on a mix of factors, both objective (such as cost and traffic patterns) and, at least to some extent, subjective (such as preserving historic architecture). These factors contribute to a community’s quality of life and are legitimate concerns for housing authorities.”

“As HUD itself recognized in its recent rulemaking, ‘[There is no] mandate that affordable housing be located in neighborhoods with any particular characteristic.’”





IN OTHER WORDS...

- Cities have a legally recognized right to choose LIHTC developers whom they believe will contribute to quality of life, and to eschew those who won't.
- Firmly established guidelines can be helpful in the “picking and choosing” process, for both parties.
 - Having a detailed and thoughtful LIHTC policy on the books helps to scare-off less-reputable developers from asking the city for support in the first place.
 - For those who do apply, a clear policy provides a transparent process for how to gain Sherman's support for their project.
 - Finally, an LIHTC policy should provide city staff and Council with a means by which to weigh projects and developers.



WHICH LEADS US TO...

- Sherman's very own LIHTC policy!
- The city will become one of the smallest in the state to adopt LIHTC guidelines – ahead of the curve.
- Our policy is gleaned from several well-established policies on the books in cities throughout Texas.
- The policy:
 - States Sherman's intent;
 - Clearly lists the evaluation criteria;
 - Delineates the application process for a letter of support;
 - And clarifies that the state, not Sherman, holds final decision-making authority.



IN ADDITION

- City staff has developed a formal application to be submitted by prospective developers.
 - (Mostly stolen from Temple.)
- Additional provisions were added to give staff as much information as possible on a developer's LIHTC history.
 - Staff views previously completed developments as the best harbinger of future work.
- A corresponding grading rubric was also developed, though its implementation will likely evolve along with the evaluation process itself.

IN CONCLUSION

- Sherman needs more multifamily housing:



Apartment occupancy rate



IN CONCLUSION

- Sherman needs more multifamily housing.
- Sherman wants more multifamily housing.

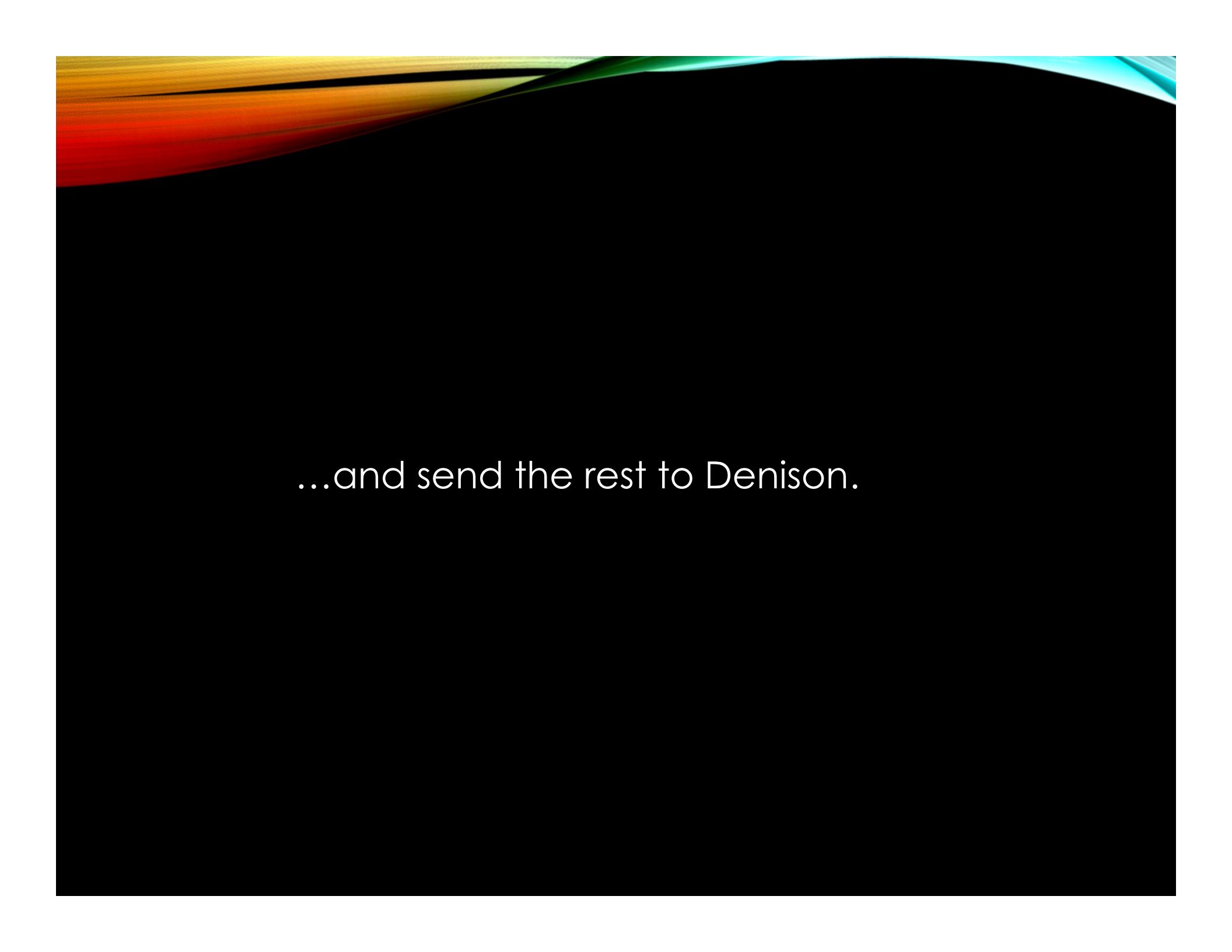
“Affordable housing options lead to a higher quality of life. In general, as more affordable housing options are supplied, a greater number of residents are able to live in Sherman and work nearby. In addition to the distress it causes families who cannot easily find a place to live, lack of affordable housing is considered to have negative effects on a community's overall health. The City recognizes the need to ensure that all of Sherman's residents enjoy access to quality and affordable housing within livable and attractive environments.”

-2009 Comprehensive Master Plan

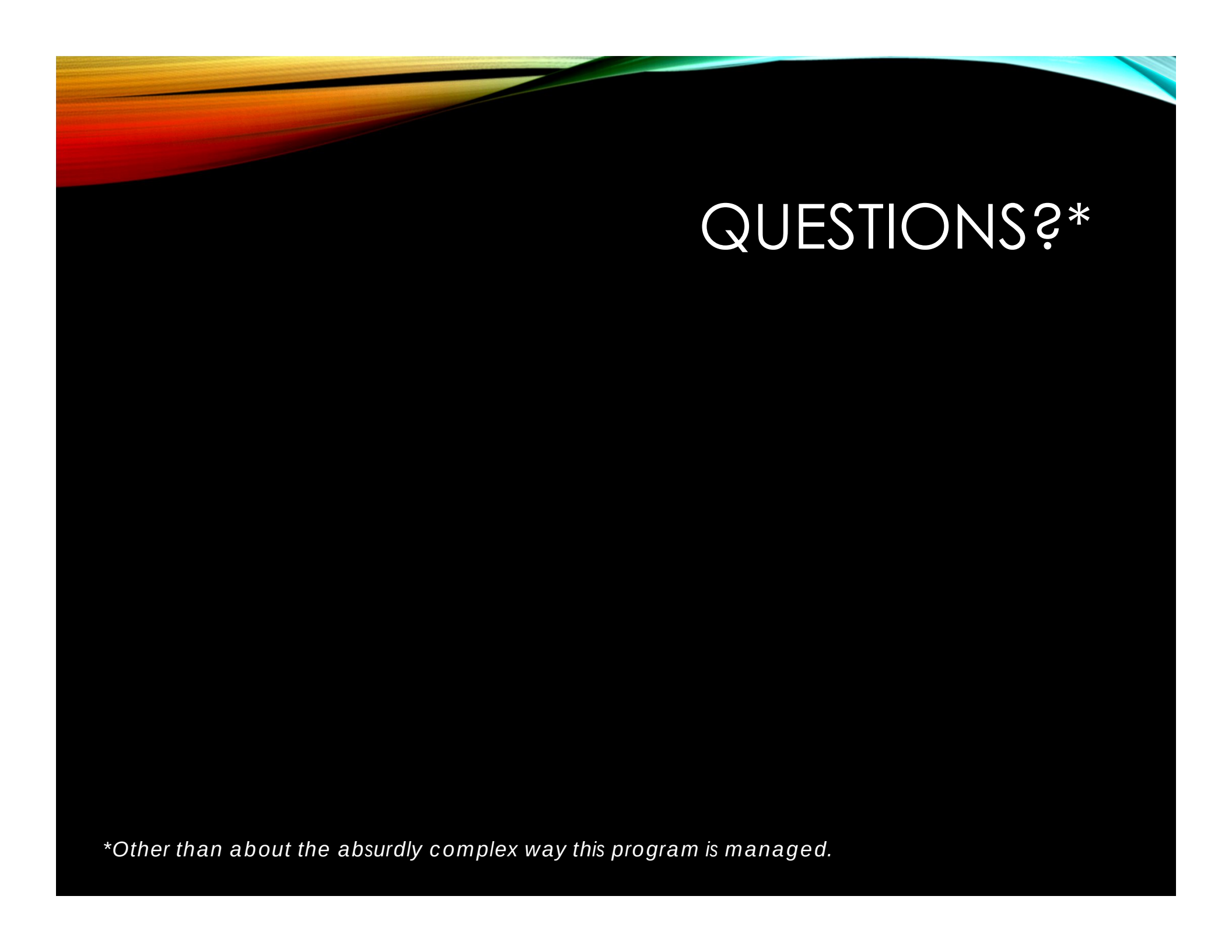


IN CONCLUSION

- Sherman needs more multifamily housing.
- Sherman wants more multifamily housing.
- But Sherman must work with developers who are in it for the long haul.
- So this LIHTC policy is designed to put the city in a position to determine who those “good apple” developers are.....



...and send the rest to Denison.



QUESTIONS?*

**Other than about the absurdly complex way this program is managed.*

CITY OF SHERMAN

LOW INCOME HOUSING TAX CREDIT (LIHTC) SUPPORT AND FUNDING ASSISTANCE POLICY

Policy Statement: To meet the housing and development objectives of the City of Sherman, it shall be the City's policy to analyze projects requesting support for proposed Low Income Housing Tax Credits (LIHTC). Such analysis is to determine if the projects comply with certain principles and policies in the City's 2009 Comprehensive Master Plan, as well as various other master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman. The goal of this analysis is to (a) establish if LIHTC projects merit local support and/or funding assistance, and (b) prioritize LIHTC submissions if more than a single proposal is received during an evaluation period. The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC applications for support.

Evaluation Criteria: The City of Sherman is committed to the goal of improving the quality of life in the city for its residents. As part of this commitment to a comprehensive community development and improvement program, the City supports the development of decent, safe, sanitary, and affordable housing options that provide full and equal access to all persons.

Therefore, in general, the City of Sherman will use the following criteria in evaluation of projects for consideration of City support and/or funding assistance:

- Alignment with the priorities stated in the City's Comprehensive Master Plan;
- Alignment with the City's zoning and ordinances;
- Involvement and support from local stakeholders and neighborhood organizations;
- Impact on existing affordable housing;
- Quality of design;
- Projected longevity of construction;
- Impact on city infrastructure;
- Developments that pay property taxes;
- Demonstrated development team experience;
- Impact on elimination of blight;
- Impact of traffic associated with the project;
- Availability of, and impact on, public transit service;
- Impact on area schools;
- Preservation of environmental assets and/or enhancement of landscaping;
- Impact on surrounding neighborhood(s);
- Amenities and services for residents included at the project;
- Provision of both tax credit and market rate units;
- Level of funding assistance requested;
- Impact of developer's past projects on previous city partners;
- Any other factor relevant to the best interest of the city.

Authority of the City: The City of Sherman reserves the right to deviate from any policy when it considers such action to be in the best interests of the city. In addition, the City may, at its discretion, consider other factors as part of its evaluation of an application for LIHTC project support.

Required Information: Before any project will be evaluated by City staff, each entity requesting support and/or funding assistance must submit the City of Sherman's LIHTC Project Support and Funding Assistance Application with all attachments. The application and list of required documents are available on the City's website at www.ci.sherman.tx.us.

Annual Schedule: Applicants must submit one (1) original and seven (7) copies of their LIHTC application by October 31 of the year prior to which they are seeking support. The deadline is so delineated in order to provide City staff with sufficient time and information to advise the City Council, as well as to ensure all proposed projects for any given year can be weighed in relation to each other.

Meeting with City Staff: Following the submittal of an application, no less than one meeting with the developer, sponsor, and relevant City staff will take place to discuss the proposed project, as well as any issues and concerns identified in the application. Should City staff deem an application acceptable under the criteria listed above, the applicant will be requested to give a presentation to the City Council seeking support approval for their project.

Decisions on Requests of Support: No commitment of support will be provided for a proposed LIHTC project that was denied support by the City Council. An exception can be granted if the applicant has made modifications to the project based on feedback from Council. No commitment of support for a proposed LIHTC project will remain in effect for more than one (1) year from the date of written support.

Substantial Changes: Should a project which receives support and/or funding assistance from the City have a substantial change, including, but not limited to, the following, before the start of construction, the developer must notify the City of Sherman in writing and request a new commitment of support:

- Number of units
- Type of units
- Target population
- Amenities
- Type of construction
- Developer / sponsor / owner
- Assistance required from City
- Final site development plan

Administration of the LIHTC Program: The LIHTC program in the State of Texas is administered by the Texas Department of Housing & Community Affairs. The City of Sherman has no responsibility for application approval for LIHTC projects or for the administration of the LIHTC program.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 04/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Child Abuse Awareness Month" – April 2016

Issue:

To present a proclamation designating April 2016 as "Child Abuse Awareness Month" in Sherman

Background:

Each year, April is designated as the month to increase awareness and prevention of child abuse. By promoting safety and awareness, cities can help make a difference in the lives of children across the country. The Children's Advocacy Center works hard to increase awareness of child abuse and to provide investigation, prosecution, and medical and therapeutic treatment of child abuse.

Origination:

The request for this proclamation originated with Mayor David Plyler.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation proclaiming April 2016 as "Child Abuse Awareness Month."

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"Child Abuse Prevention Month" Proclamation



Proclamation

WHEREAS, more than 66,721 cases of child abuse and neglect were confirmed in Texas during the fiscal year of 2015, and

WHEREAS, child abuse prevention is a community responsibility, and finding solutions depends on involvement among all people, and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among a variety of entities including but not limited to, schools, religious organizations, law enforcement agencies, child protective services, prosecution agencies, medical professionals, mental health professionals, children's advocacy centers, and other community-based, non-profit organizations, and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in safe, nurturing environments as well as supporting local professionals dedicated to meeting the needs of child abuse victims.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 2016

CHILD ABUSE PREVENTION MONTH

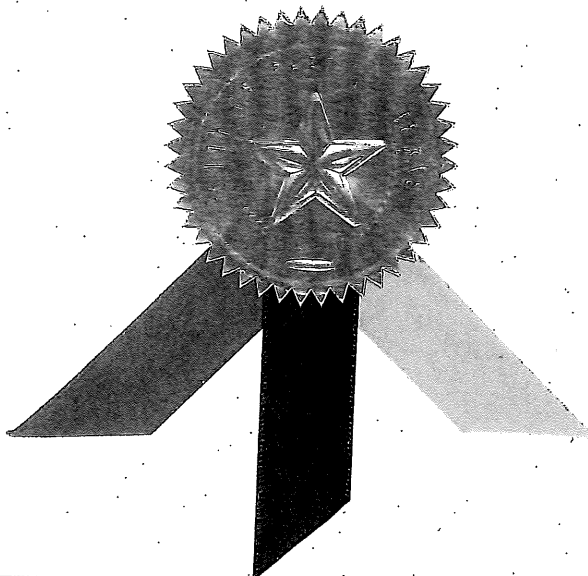
in the City of Sherman and urge all citizens to work together to reduce child abuse and neglect and to significantly improve the response of our community when child abuse occurs in the months and years ahead.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of April, 2016.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 04/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Library Week" – April 10-16, 2016

Issue:

To present a proclamation designating April 10 through 16, 2016, as "National Library Week" in Sherman

Background:

Each year, "National Library Week" is celebrated to offer recognition to the important role that libraries play in our lives.

Origination:

The request for this proclamation originated with the Sherman Public Library.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is the recommendation of the staff to present a proclamation designating "National Library Week" during April 10 through 16, 2016.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Library Week" Proclamation



Proclamation

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all, and

WHEREAS, libraries work to meet the changing needs of their users; including building downloadable collections, involving teens in collection development and programming, and giving young people a chance to improve reading skills, and

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves, and

WHEREAS, librarians help people of all ages and backgrounds find and interpret the information they need to live, learn, and work in a challenging economy, and

WHEREAS, during April, Sherman's youngsters will enjoy Story Time programs, the public is invited to view a weekly travel video series, attend a genealogy workshop, attend and participate in book reviews, receive assistance from ARP tax volunteers, and shop at the Friends of the Sherman Public Library Spring Book Sale on April 23, 2016, and

WHEREAS, libraries are part of the American dream, places for education, opportunity, and lifelong learning, and

WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating National Library Week.

NOW THEREFORE, I, David Pyle, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 10 through 16, 2016

NATIONAL LIBRARY WEEK

in the City of Sherman and urge all residents to visit the Sherman Public Library to take advantage of the wonderful library resources available. You belong at your library. I also encourage residents to thank their librarians and library workers for making information accessible to all who walk through the library's doors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of April, 2016.

Mayor

ATTEST:

Sinda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 04/04/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"National Public Safety Telecommunicators Week" – April 10-16, 2016

Issue:

To present a proclamation recognizing the Sherman Communications Officers and their vital contributions to the City's emergency response system

Background:

Each year during the second week of April, the telecommunications personnel in the public safety community are honored for their role as 911 dispatchers, the "first", first responder in an emergency situation.

Origination:

The request originated with Police Chief Otis Henry.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the Council present a proclamation designating April 10 through 16, 2016 as "National Public Safety Telecommunicators Week" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

"National Public Safety Telecommunicators Week" Proclamation



Proclamation

WHEREAS, the Congress of the United States established the second week of April as National Public Safety Telecommunicators Week, and

WHEREAS, the City of Sherman considers the services of the Sherman Communications Officers to be vital to the interest of the community, and

WHEREAS, emergencies can occur at any time that require Police, Fire or Emergency Medical Services, and

WHEREAS, when an emergency occurs, the prompt response of Police Officers, Firefighters and Paramedics is critical to the protection of life and preservation of property, and

WHEREAS, the safety of our Emergency Responders is dependent upon the quality and accuracy of information obtained from citizens who contact the Sherman Police Department's Communication Center, and

WHEREAS, the Sherman Communications Officers are the initial, critical contact our citizens have with emergency services, and

WHEREAS, Sherman Communications Officers are the single vital link for our Police Officers and Fire personnel by monitoring their activities by radio, providing them with information, and insuring their safety, and

WHEREAS, each Sherman Communications Officer has exhibited compassion, understanding and professionalism during the performance of their job.

NOW THEREFORE, I, David Pyle, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 10 through 16, 2016

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

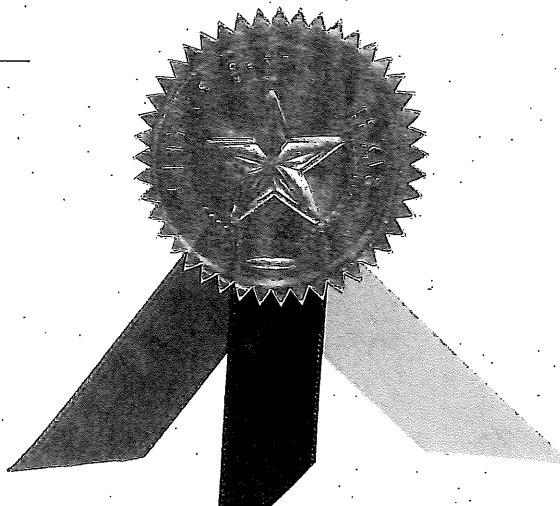
in the City of Sherman and urge all citizens to honor the women and men whose diligence and professionalism keep the City of Sherman and our citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 4th day of April, 2016.

Mayor

ATTEST:

Sinde Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 04/04/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5945

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", at Article 3.06, entitled "Housing Code", Division 2, entitled "Dangerous Buildings", Sections 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, and 3.06.018, and Deleting in its Entirety Section 3.06.011

Issue:

Amending the Code of Ordinances to provide for more direct involvement from Council with regard to substandard structures

Background:

The City's substandard structure ordinance has the objective of encouraging property owner maintenance and reducing blight throughout the City. While there have been some successes, absentee ownership has made enforcement difficult on certain properties. Staff would like to bring those properties to the attention of Council for direction. Further, staff believes these changes will streamline the process, allowing the City to more effectively manage the program going forward.

Origination:

City Manager and City Attorney

Financial Consideration:

Abatement costs may prove to be significant and require budgetary consideration.

Staff Recommendation:

It is recommended that the Council adopt the proposed ordinance.

Alternatives:

The Council could opt not to approve the proposed ordinance.

Attachments

Ordinance No. 5945

Article 3.06 - Housing Code with Revisions

ORDINANCE NO. 5945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", AT ARTICLE 3.06, ENTITLED "HOUSING CODE", DIVISION 2, ENTITLED "DANGEROUS BUILDINGS", SECTIONS 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, AND 3.06.018, AND DELETING IN ITS ENTIRETY SECTION 3.06.011; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Chapter 3, Article 3.06, Division 2, Section 3.06.010 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

~~(f)~~ (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

SECTION 2. That Chapter 3, Article 3.06, Division 2, Section 3.06.011 of the Code of Ordinances of the City of Sherman, Texas be and is hereby deleted in its entirety:

~~Sec. 3.06.011 — Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at-large from the electrical, plumbing, air-conditioning, construction or housing industry.~~

~~(b) — Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.~~

SECTION 3. That Chapter 3, Article 3.06, Division 2, Section 3.06.012 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.012 Abatement of substandard structures

- (a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.
- (b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the ~~commission~~ *City Council* in accordance with the procedures specified in this article.

SECTION 4. That Chapter 3, Article 3.06, Division 2, Section 3.06.014 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.014 Inspection and notice of abatement

(a) The city manager shall designate an appropriate official (“building official”) of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.

(b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.

(c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.

(d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.

(e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official ~~will~~ *may* cause a hearing to be held ~~with the substandard structure commission~~ *before the City Council* in accordance with this article.

(f) A notice shall be posted on the dangerous building as follows:

“THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____”

SECTION 5. That Chapter 3, Article 3.06, Division 2, Section 3.06.015 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.015 ~~Commission’s~~ Order to Abate

(a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ *City Council* the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ *City Council* to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;

- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;
- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed

with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ *City Council* shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ *City Council* shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) — After the meeting, if~~

~~If a building is found in violation of the standards set forth herein, the commission City Council may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time as provided herein. The commission City Council reserves the right to determine what is a reasonable amount of time to perform the ordered work.~~

~~(2) — The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) — Secure the building from unauthorized entry or use; or~~

~~(B) — Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

~~If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.~~

~~(3) — The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all~~

~~work required to comply with the order unless the owner, lienholder, or mortgagee:~~

~~(A) Submits a detailed plan and time schedule for the work at the hearing; and~~

~~(B) Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.~~

~~If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.~~

(g) Post meeting procedure. The ~~secretary for the commission~~ City Attorney shall, within ten (10) days after the date the order is issued:

(1) File a copy of the order in the office of the city clerk;

(2) Publish in a newspaper of general circulation in the city a notice containing:

(A) The street address or legal description of the property;

(B) The date of the hearing;

(C) A brief statement indicating the results of the order; and

(D) Instructions stating where a complete copy of the order may be obtained; and

(3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

SECTION 6. That Chapter 3, Article 3.06, Division 2, Section 3.06.016 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.016 Enforcement

(a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ City Council under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ Resolution of the ~~commission~~ City Council, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ City Council, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

- (A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and
- (B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ City Council which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ Resolution of the ~~commission~~ City Council establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

SECTION 7. That Chapter 3, Article 3.06, Division 2, Section 3.06.017 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

(a) Purpose. The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

(b) Definitions.

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

(c) City may secure.

(1) The building official may secure a building that:

(A) Violates the standards of this code; and

(B) Is an unsecured structure.

(2) This authority is in addition to that regarding substandard structures.

(d) Notice.

(1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:

(A) Personally serving the owner with written notice;

- (B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;
 - (C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or
 - (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
- (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

SECTION 8. That Chapter 3, Article 3.06, Division 2, Section 3.06.018 of the Code of Ordinances of the City of Sherman, Texas be and is hereby amended so that such section shall read as follows:

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

SECTION 9. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 10. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 11. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 12. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S SHELBY,
CITY ATTORNEY**

CHAPTER 3

BUILDING REGULATIONS

ARTICLE 3.06 - HOUSING CODE

Division 2. Dangerous Buildings

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

~~(a) — Board. The Standard Unsafe Building Code Board of Adjustments and Appeals.~~

~~(b)~~ (a) Building. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.

~~(c)~~ (b) Dangerous building. Any building that does not comply with the minimum standards, as defined herein.

~~(d)~~ (c) Minimum standard. The minimum standards for continued use and occupancy of a building as set forth in section 3.06.003 herein.

~~(e)~~ (d) Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district record of the county;
- (2) The tax or utility records of the city; or
- (3) The records of the secretary of state.

~~(f)~~ (e) Public nuisance.

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

(Ordinance 5508 adopted 1/7/08)

~~Sec. 3.06.011 — Substandard structure commission~~

~~(a) — A substandard structure commission (“commission”) is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this~~

article. The commission shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the council. The composition of the board [commission] shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air conditioning, construction or housing industry.

(b) — Two (2) members of the commission shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board [commission] member shall not act in a case in which he has a personal interest.

Sec. 3.06.012 Abatement of substandard structures

(a) It shall be unlawful for any owner or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be subject to abatement by repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the ~~commission~~ **City Council** in accordance with the procedures specified in this article.

Sec. 3.06.013 Minimum standards

A building is considered not to meet the minimum standards of the city regardless of its date of construction, under any of the following conditions:

(1) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:

- (A) Any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, or the elements;
- (B) Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter in danger of collapse or failure and dangerous to anyone on or near the premises;
- (C) Any building that is a fire hazard because it is in a dilapidated condition, as described in subsections (A) and (B) above or that is likely to become a fire hazard or be set on fire;
- (D) Any building that is in an unsanitary condition and is likely to create disease because of the presence of insects, rodents or vermin;
- (E) Any building that is damp and in an unsanitary condition and is likely to create disease and sickness because of being in the condition in subsections (A), (B), (C) or (D) above, or for other reasons;
- (F) Any building that because of any physical condition, use or occupancy of any premises or its appurtenances would be considered an attractive nuisance to children, including, but

not limited to, abandoned wells, shafts, basements, excavations, swimming pools and unsafe fences or structures;

- (G) Any building that because of the state of disrepair is such that it could reasonably cause injury, damage, or harm to a considerable portion of the community in the use and enjoyment of property, materially interfering with the proper use or comfort and enjoyment of surrounding property, taking into consideration the nature and use of the properties in the area and the character of the community in which they are situated, which condition would be substantially offensive and annoying to persons of ordinary sensibilities living in the community.

(2) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition.

(3) Any building that is boarded up, fenced or secured if:

- (A) The building constitutes a danger to the public even though secured from entry; or
- (B) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

Sec. 3.06.014 Inspection and notice of abatement

(a) The city manager shall designate an appropriate official ("building official") of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.

(b) After completing the inspection, the inspecting official shall determine if the building is a substandard structure.

(c) After an initial determination that a building is a substandard structure, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.

(d) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that the building is a substandard structure and that the owner must repair, demolish, or remove the building for the good of the public health, safety and welfare.

(e) The inspecting official shall also notify the owner of record of the building, by certified mail, return receipt requested, that if said violations have not been cured after a period of thirty (30) days the inspection official ~~will~~ may cause a hearing to be held ~~with the substandard structure commission~~ before the City Council in accordance with this article.

(f) A notice shall be posted on the dangerous building as follows:

“THIS BUILDING IS A SUBSTANDARD STRUCTURE ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FURTHER INFORMATION.

DATE: _____”

Sec. 3.06.015 ~~Commission's~~ Order to Abate

(a) General. Whenever the building official has inspected or caused to be inspected any structure or lot and has found and determined that such structure or lot is substandard, he may commence proceedings to cause repair, rehabilitation, or demolition of the structure or lot.

(b) Notice and administrative order to abate. The building official shall issue a notice and administrative order to abate a substandard structure or lot. The notice and administrative order shall contain:

- (1) The street address and a legal description sufficient for identification of the premises upon which the structure is located.
- (2) A statement that the building official has found the structure or lot to be substandard with a brief and concise description of the conditions found to render the structure or lot substandard under the provisions of this chapter.
- (3) A statement of the action recommended to be taken as determined by the building official as follows:
 - (A) If the building official has determined that the structure or lot must be repaired or remediated, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
 - (B) If the building official has determined that the structure must be demolished, the administrative order shall require that all required permits be secured and work physically commenced within thirty (30) days from the date of the administrative order.
- (4) A statement advising that a notice of hearing is forthcoming and a description of the hearing. The hearing shall provide the ~~commission~~ **City Council** the means to consider or determine whether a structure or lot complies with the standards set forth herein and to consider or determine whether a structure or lot must be repaired or demolished, as recommended by the building official in the notice and administrative order.
- (5) Statements advising that if the owner or owners of record are in full agreement with a demolition order, and that if the owner or owners of record are financially unable to abate

such nuisance, then the owner or owners of record may grant the city written permission to abate said nuisance, and, in doing so shall grant the city a lien against the real property as described in this article.

(c) Notice of hearing. The building official shall give notice of a public hearing to all known owners; lienholders, or mortgagees for the ~~commission~~ **City Council** to consider or determine whether a structure or lot complies with this code and to consider or determine whether a structure or lot must be repaired, secured or demolished. The notice shall be mailed and posted as provided herein, and published in the official newspaper of the city on one occasion, on or before the tenth (10th) day before the date of the hearing. The notice of hearing shall contain:

- (1) The name and address of the owner of the affected property, if known;
- (2) A legal description of the property, as well as the physical address;
- (3) A description of the hearing;
- (4) The date, time, and place of the public hearing. This date shall be established not less than ten (10) days from the date of the administrative order;
- (5) A statement advising that securing the required permits and physically commencing the required action shall be considered as intent to comply with the administrative order to abate, and that the hearing shall be temporarily postponed. Should abatement halt, or not progress at a rate determined to be reasonable by the building official, the hearing shall be recalled; and
- (6) Statement that the owner; lienholder; or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(d) Service of notice and administrative order to abate and notice of hearing. The notice of the administrative order to abate, the notice of hearing and any supplemental notices or orders shall be served upon the owner; lessor, lienholder; and mortgagees of record and occupant, if different than the owner of the structure or lot. Service of these notices and orders shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice by certified mail, return receipt requested, and an optional second copy by regular mail, to each such person at his address as it appears on the county tax rolls, or as discovered by due diligence, as defined by subsections (d)(1)–(d)(6) of this section, and the notice shall be posted on the front door of each improvement situated on the affected property or as close to the front door as practical. The following of these procedures shall be prima facie evidence of notification. If a certified notice is returned as refused or unclaimed, the validity of the notice is not affected, and the notice shall be deemed delivered. The city has satisfied the requirements of this section to make a diligent effort to determine the identity and address of an owner, a lienholder, or a mortgagee if the city searches the following records:

- (1) County real property records of the county in which the building is located;

- (2) Appraisal district records of the appraisal district in which the building is located;
- (3) Records of the secretary of state;
- (4) Assumed name records of the county in which the building is located;
- (5) City tax records; and
- (6) City utility records.

(e) Filing of notice and administrative order at the county. A copy of the notice and any administrative orders, or such orders as may be issued pursuant to these provisions, shall be filed with the county deed records in the county where the property is located. The notice must contain the name and address of the owner of the affected property if that information can be determined from a reasonable search of the instruments on file in the office of the county clerk, or upon a due diligence search as set forth herein, a legal description of the affected property, and a description of the proceeding. The filing of said notice and any said orders, is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of said notice or any said orders, and constitutes notice of said hearing and notice of any said orders, on any subsequent recipient of any interest in the property who acquires such interest after the filing of said notice or filing of any said orders.

(f) Meeting/public hearing. During an officially convened meeting, the ~~commission~~ **City Council** shall hold a public hearing on each case and shall hear such testimony as may be presented by any department of the city, the housing inspector, or the owner, occupant, mortgagee or any other person having an interest in such building to determine whether a building complies with the standards of this code. The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this code and the time it will take to perform the work. After all testimony has been received, the public hearing shall be closed and the ~~commission~~ **City Council** shall deliberate on the case in open session. ~~The commission shall make written findings of fact from the testimony offered as to whether the building complies with the standards of this code.~~

~~(1) After the meeting, if~~

If a building is found in violation of the standards set forth herein, the ~~commission~~ **City Council** may order that the building be secured, repaired, removed, or demolished by the owner within a reasonable time ~~as provided herein~~. The ~~commission~~ **City Council** reserves the right to determine what is a reasonable amount of time to perform the ordered work.

~~(2) The commission shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:~~

~~(A) Secure the building from unauthorized entry or use; or~~

~~(B) Repair, remove, or demolish the building, unless the owner, lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.~~

~~If the commission allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the commission shall establish specific schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in an approved manner from unauthorized entry while the work is being performed, as determined by the commission.~~

~~(3) — The commission may not allow the owner, lienholder, or mortgagee more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:~~

~~(A) — Submits a detailed plan and time schedule for the work at the hearing; and~~

~~(B) — Establishes at the hearing that the work cannot justifiably be completed within ninety (90) days because of the scope and complexity of the work.~~

~~If the commission allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the commission shall require the owner, lienholder, or mortgagee to regularly submit progress reports to the building official and to the commission to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established, for commencement and performance of work. The order may require that the owner, lienholder, or mortgagee appear before the commission to demonstrate compliance with the time schedule.~~

(g) Post meeting procedure. The ~~secretary for the commission~~ *City Attorney* shall, within ten (10) days after the date the order is issued:

- (1) File a copy of the order in the office of the city clerk;
- (2) Publish in a newspaper of general circulation in the city a notice containing:
 - (A) The street address or legal description of the property;
 - (B) The date of the hearing;
 - (C) A brief statement indicating the results of the order; and
 - (D) Instructions stating where a complete copy of the order may be obtained; and
- (3) Shall promptly mail by certified mail, return receipt requested, and an optional second copy by regular mail, a copy of the order to the owner; any lienholder, and any mortgagee of the building, as determined by due diligence, as defined herein.

Sec. 3.06.016 Enforcement

(a) Criminal.

(1) A person who violates a provision of this code, or who fails to perform an act required of him by this code, or who, fails to adhere to an order issued by the ~~commission~~ **City Council** under this code, commits a class C misdemeanor offense. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.

(2) An offense under this code is punishable by a fine of \$500.00 per day per violation.

(3) Allegation and evidence of a culpable mental state is not required for the commission of an offense under this code.

(b) Civil.

(1) The city may, in accordance with sections 54.012 et seq. of the Texas Local Government Code, as amended, bring a civil action against a person violating a provision of this code relating to dangerously damaged or deteriorated structures or improvements or for conditions caused by accumulations of trash, garbage, refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.

(2) The civil action may include, but is not limited to, a suit to recover a civil penalty not to exceed \$1,000.00 for each day or portion of a day during which the violation is committed, continued, or permitted by the owner or occupant of the property, as provided below.

(3) The city, by ~~order~~ **Resolution** of the ~~commission~~ **City Council**, may assess and recover a civil penalty against a property owner, if the owner fails to take the requisite action as ordered by the ~~commission~~ **City Council**, after an administrative hearing on the matter. The civil penalty may not exceed \$1,000.00 a day for each violation if the city proves:

(A) The property owner was notified of the requirements of this code and the owner's need to comply with the requirements; and

(B) After notification, the property owner committed an act in violation of this code or failed to take an action necessary, for compliance with this code.

(4) A determination by the ~~commission~~ **City Council** which involves the establishment of an amount and duration of a civil penalty shall be final and binding and constitute prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the city for final judgment in accordance with the established penalty.

(5) To enforce any civil penalty under this section, the city must file in the district clerk's office in which the municipality and property is located, a certified copy of the ~~order~~ **Resolution** of the ~~commission~~ **City Council** establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(c) Other available remedies. The city shall have all other available remedies at law and in equity to enforce the provisions of this article.

Sec. 3.06.017 Authority to secure unoccupied, unsecured, substandard, open buildings and structures

(a) Purpose. The owner or person in control of an unoccupied structure shall ensure that the building is in such condition that an unauthorized person cannot enter the structure through missing or unlocked doors or windows or through other openings into the building. The city may secure unoccupied, unsecured structures, or structures occupied by persons who do not have the right of possession to the building. A lien may be filed on real property to ensure the cost of securing the structure as set forth in this article.

(b) Definitions.

Unoccupied structure. Any structure or building that appears vacant or abandoned as evidenced by: no active utility accounts, absence of personalty, general conditions of neglect and any other substantiated evidence of vacancy or abandonment that may be presented by the building official.

Unsecured structure. Any structure or building that currently has no occupant with the right of possession of the building and which has missing or unlocked doors or windows, or other unsecured openings into the building through which unauthorized persons can enter. Any unoccupied, unsecured structure or building is hereby declared to be a danger to public health and safety and is hereby declared to be a public nuisance.

(c) City may secure.

(1) The building official may secure a building that:

(A) Violates the standards of this code; and

(B) Is an unsecured structure.

(2) This authority is in addition to that regarding substandard structures.

(d) Notice.

(1) Before the eleventh (11th) day after the date the building is secured, the building official shall give notice to the owner of record by:

(A) Personally serving the owner with written notice;

(B) Sending a copy of the notice certified mail, return receipt requested, and an optional copy by regular mail, at the owner's post office or physical address;

(C) Publishing the notice at least twice within a ten (10) day period in the city's official newspaper if personal service cannot be obtained and the owner's post office or physical address is unknown; or

- (D) Posting the notice on or near the front door of the building if personal service cannot be obtained or the owner's post office or physical address is unknown.
- (2) The notice must contain the following:
 - (A) An identification, which is not required to be a legal description, of the building and the property on which it is located;
 - (B) A description of the violation of this code that is present at the building;
 - (C) A statement that the city will secure or has secured, as the case may be, the building; and
 - (D) A statement that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.
- (3) The city shall conduct a hearing before the ~~commission~~ *City Council* at which the owner may testify or present witnesses or written information about any matter relating to the city's securing of the building if within thirty (30) days after the date the city secures the building, the owner files with the ~~secretary for the commission, or the~~ city secretary, a written request for the hearing. The city shall conduct the hearing within ~~twenty (20)~~ *thirty (30)* days after the date the request is filed.

Sec. 3.06.018 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order ~~of the commission~~ under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

Sec. 3.06.019 Abatement by city and liens

- (a) If an owner or other interested party does not take the action required by an order issued pursuant to this article within the time specified and has not filed a timely appeal in accordance with this article and the Texas Local Government Code section 214.0012 the city may take the appropriate action at its expense at the direction of the city council in accordance with the laws of the state.
- (b) Any expenses incurred by the city pursuant to subsection (a) of this section will be assessed against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the county clerk subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 3.06.020 Receiver

The city may bring an action in district court against an owner of residential property that is not in substantial compliance with the minimum standards and request the appointment of a receiver for

proposes of rehabilitating the property in accordance with Texas Local Government Code section 214.003, as amended.

(Ordinance 5790 adopted 8/19/13)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 04/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5945

Issue:

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5945

Amending Chapter 3 of the Code of Ordinances, entitled "Building Regulations", at Article 3.06, entitled "Housing Code", Division 2, entitled "Dangerous Buildings", Sections 3.06.010, 3.06.012, 3.06.014, 3.06.015, 3.06.016, 3.06.017, and 3.06.018, and Deleting in its Entirety Section 3.06.011



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 04/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

D. 1. * RESOLUTION NO. 6068

Accepting the Contract with Felix Construction Company as Complete for the Construction of the City of Sherman Post Oak Creek Wastewater Treatment Plant Ultraviolet Disinfection System Project

D. 2. * RESOLUTION NO. 6069

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 119 North Andrews Avenue

D. 3. * RESOLUTION NO. 6070

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 121 North Andrews Avenue

D. 4. * RESOLUTION NO. 6071

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 125 North Andrews Avenue

D. 5. * RESOLUTION NO. 6072

Authorizing Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 420 South Rusk Street



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 04/04/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6068**

Accepting the Contract with Felix Construction Company as Complete for the Construction of the City of Sherman Post Oak Creek Wastewater Treatment Plant Ultraviolet Disinfection System Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Felix Construction Company as complete for the installation of Ultraviolet (UV) Disinfection at the Sherman Wastewater Treatment Plant

Background:

The City of Sherman Wastewater Treatment Plant facilities are disinfected by UV Disinfection. The UV equipment was in need of replacement and was included in the City of Sherman 2013-2014 Capital Improvement Program. The installation and construction of the UV System is now complete. Felix Construction Company has submitted their final pay application along with their closeout documentation. Freeman-Millican, project engineer, has signed and recommended closing the contract out.

Origination:

Utilities Administration 710

Financial Consideration:

Based upon the project engineer's recommendation, staff recommends accepting the contract with Felix Construction Company in the amount of \$1,157,146.00 as complete for the construction of the UV System at the City of Sherman Post Oak Creek Wastewater Treatment Plant.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6068

GTUA Project Closeout Letter

RESOLUTION NO. 6068

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH FELIX CONSTRUCTION COMPANY AS COMPLETE FOR THE CONSTRUCTION OF THE CITY OF SHERMAN POST OAK CREEK WASTEWATER TREATMENT PLANT ULTRAVIOLET DISINFECTION SYSTEM PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Felix Construction Company for the construction of the City of Sherman Post Oak Creek Wastewater Treatment Plant Ultraviolet Disinfection System Project for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Post Oak Creek Wastewater Treatment Plant Project and found it to be complete;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with Felix Construction Company for the construction of the City of Sherman Post Oak Creek Wastewater Treatment Plant Ultraviolet Disinfection System Project as complete.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE
DENISON, TEXAS 75020-8448
903/786-4433
FAX: 903/786-8211
www.gtua.org

March 28, 2016

Mr. Robby Hefton
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

RE: Ultraviolet Disinfection System Project – City of Sherman
Felix Construction Company
Close Out

Dear Robby:

In July of 2014, the Authority awarded a contract to Felix Construction Company for the Ultraviolet Disinfection System at the Post Oak Creek Wastewater Treatment Plant for the City of Sherman. The contract amount was \$1,157,146. That work has now been completed and the close out documents have been received from David Gattis with Freeman Millican.

Based on the engineer's recommendation, I would like to request you place this item on your Council's agenda for April 4, 2016 to accept the contract with Felix Construction Company as complete.

Sincerely,

Drew Satterwhite, P.E.
General Manager

DKS:cb

Attachments

cc: Mark Gibson, City of Sherman



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 04/04/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6069**

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 119 North Andrews Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 119 North Andrews Avenue.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Mendi Salijeski, Owner/Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$148.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6069

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MENDI SALIJESKI FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 119 NORTH ANDREWS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mendi Salijeski and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Menki Salijeski for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 119 North Andrews Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **MENDI SALIJESKI**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 119 North Andrews Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 5, Block 14, Christian College Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Mendi Salkjeski
220 Archer Drive
Sherman, Texas 75092
(718) 354-6768

Copy to: Grayson Appraisal District
 512 North Travis Street
 Sherman, Texas 75090
 (903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MENDI SALIJESKI

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MENDI SALIJESKI

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MENDI SALIJESKI**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: MENDI SALIESKI

Mailing Address: 220 Anchor Dr., SHERMAN TX 75092

Telephone Number: 718-354-6768

Contact (if different than owner):

Name: _____

Mailing Address: S. A. A.

Telephone Number: _____

Property:

Physical Address: 119 E. N. ANDREWS

Summary Legal Description: Lot: 5 Block: 14 Addition: Christian College

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: _____

Estimated Value of Improvements: 40 K.

Estimated Date of Start of Construction: March 15, 2016

Estimated Date of Completion of Project: T.B.D.

Description of Project: _____

SINGLE Family Home

Applicant(s): Mendi Salieski Date: 3/9/16

Date: _____

304240

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF GRAYSON * KNOW ALL MEN BY THESE PRESENTS:

That I, **ERNEST FOSTER**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **MENDI SALIJESKI**, the following described real property in Grayson County, Texas, to-wit:

BEING Lots One (1), Three (3), and Five (5), in Block Fourteen (14), of CHRISTIAN COLLEGE ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 105, Page 13, Deed Records, Grayson County, Texas.

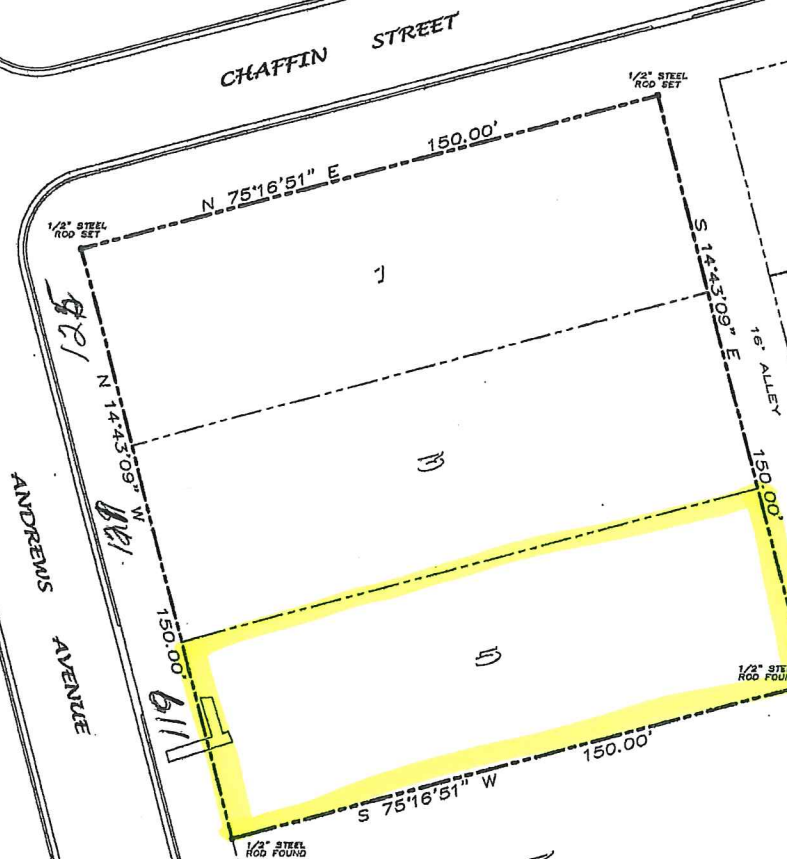
SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 13th day of April, 2015.


ERNEST FOSTER

JOB NO. 15120821

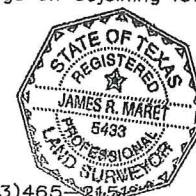


SCALE
1" = 30'

~ BASIS OF BEARINGS ~
GPS OBSERVATION
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE
NAD 83

I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 20th day of December, 2015, a survey was made on the ground of the property shown hereon, described as Lots 1, 3, and 5 in Block 14 of Christian College Addition to the City of Sherman, Texas, as shown by plat of record in Volume 105, Page 13, Deed Records, Grayson County, Texas, and is correct, and that there are no conflicts, overlapping of improvements, easements or rights of way, except as shown on the plat herewith, and that the plat herewith is a correct representation of the property legally described hereinabove;

The subject property is locally known as 119 and 121 Andrews Avenue, Sherman, Texas; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2154

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.
This survey is also restricted and prohibited under the copyright laws of the State of Texas and the United States of America.
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FIRM #10008200

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 160379 SUBCONTRACTOR: MENDI SALIJESKI DATE ISSUED: 3/04/2016

PROJECT ADDRESS: 119 N ANDREWS AVE
PARCEL ID: 161001
SUBDIVISION: CHRISTIAN COLLEGE ADDN

LOT #: 5
BLK #: 14
ZONE ORD:

ISSUED TO: MENDI SALIJESKI
ADDRESS: 220 W ARCHER
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

CONTRACTOR: MENDI SALIJESKI
ADDRESS: 220 W ARCHER
CITY, ST ZIP: SHERMAN TX 75092
PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL
CONSTRUCTION
VALUATION: \$ 40,000.00
OCCP TYPE: ONE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,500.00
BEDROOMS: 3
BATHROOMS: 2
STORIES: 1

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

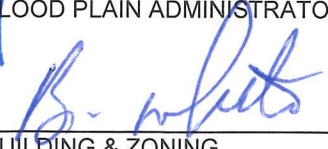
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/4/16
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

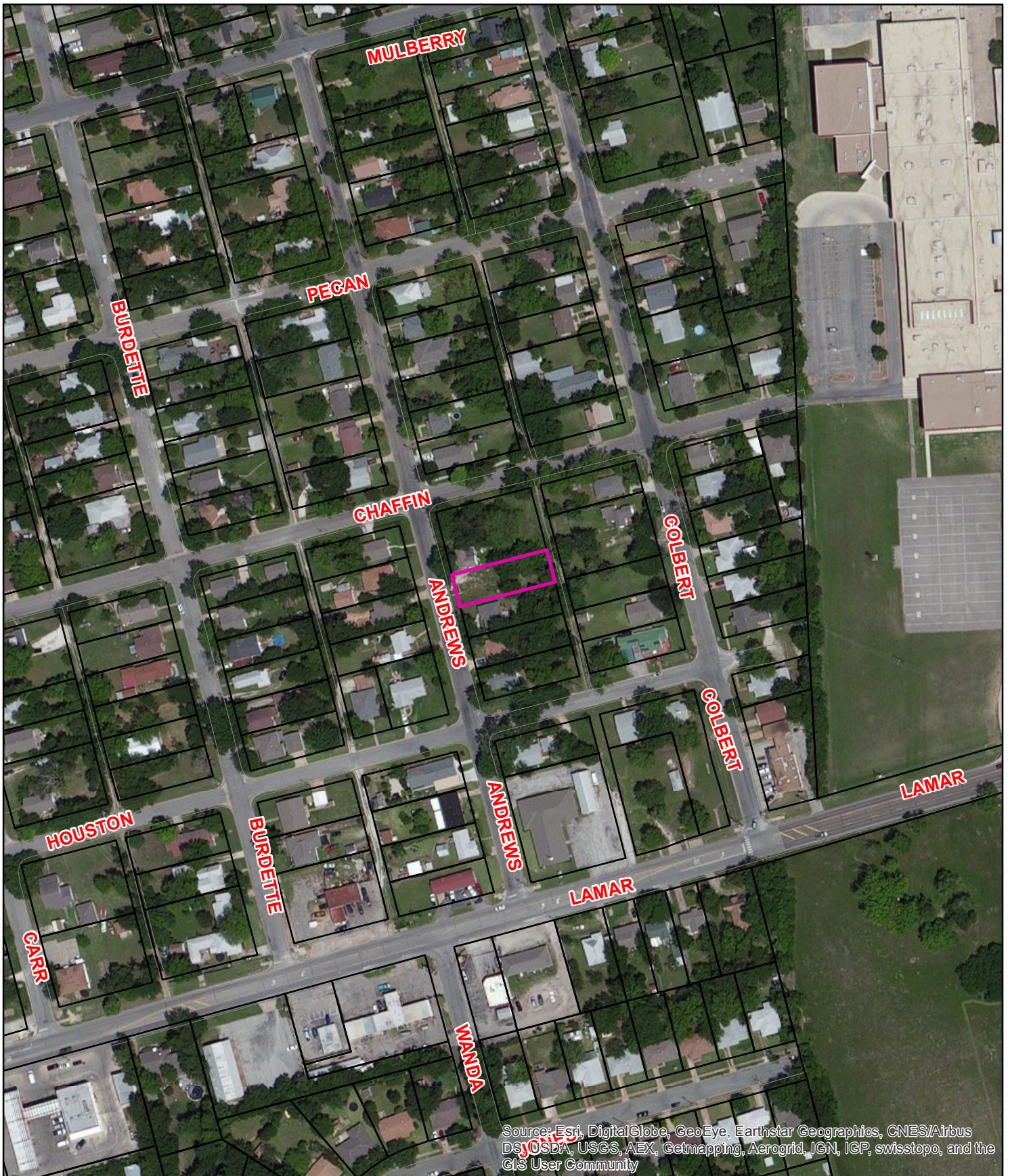
4/4/2016
DATE


(APPROVED BY) BUILDING & ZONING

3/14/16
DATE

119 N. Andrews Ave.





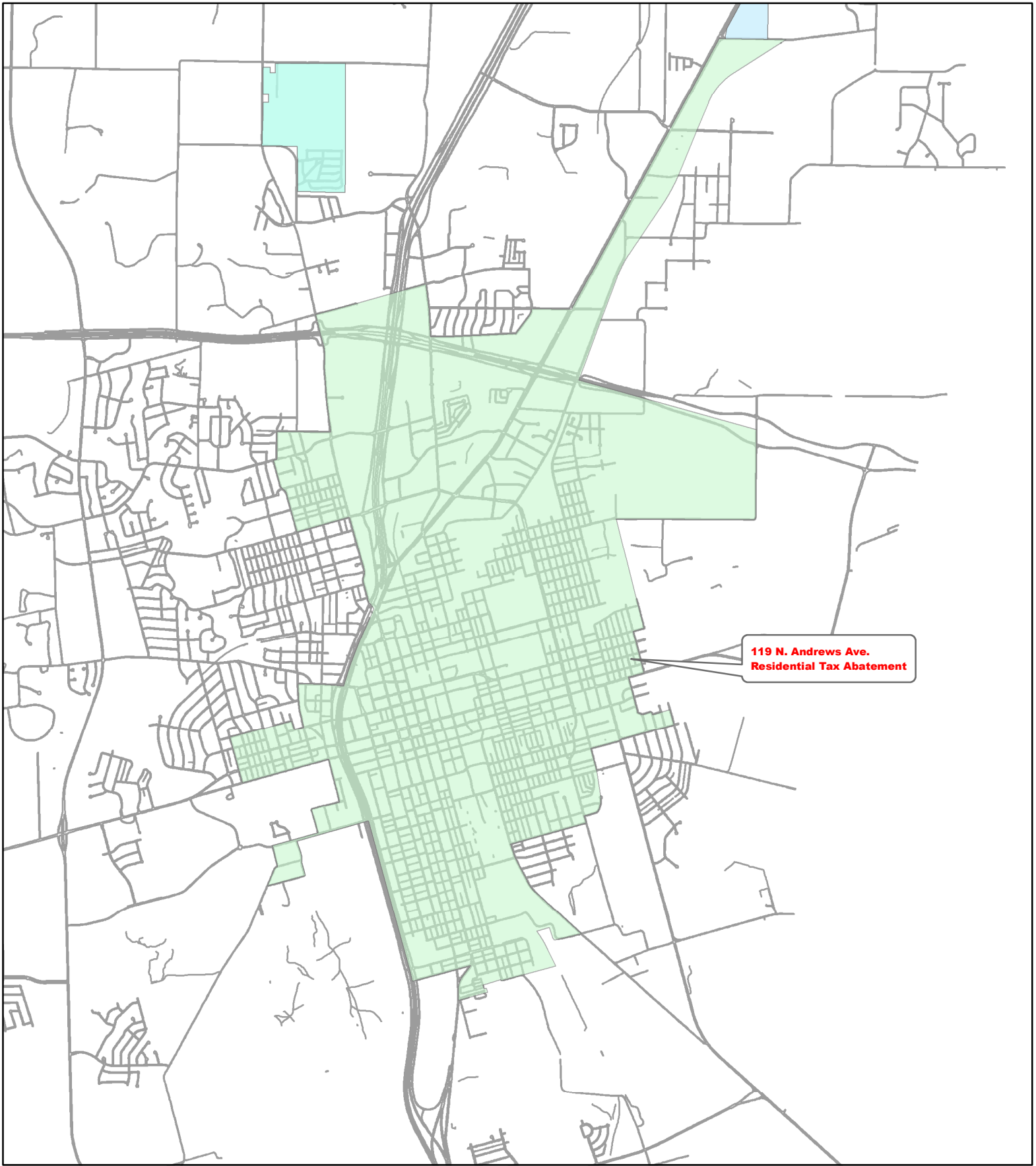
City of Sherman, Texas
Developmental Services Department

119 N. Andrews Ave.



NOT TO SCALE

1 in = 200 ft



**119 N. Andrews Ave.
Residential Tax Abatement**



City of Sherman, Texas
Developmental Services Department

119 N. Andrews Avenue Residential Tax Abatement



NOT TO SCALE

1 inch = 4,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 3.

Meeting Date: 04/04/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6070**

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 121 North Andrews Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 121 North Andrews Avenue.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Mendi Salijeski, Owner/Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$148.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6070

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MENDI SALIJESKI FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 121 NORTH ANDREWS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mendi Salijeski and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Menki Salijeski for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 121 North Andrews Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **MENDI SALIJESKI**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 121 North Andrews Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 3, Block 14, Christian College Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Mendi Salkjeski
220 Archer Drive
Sherman, Texas 75092
(718) 354-6768

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MENDI SALIJESKI

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MENDI SALIJESKI

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MENDI SALIJESKI**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Mendi Salieski

Mailing Address: 220 Archer Drive, Sherman TX 76092

Telephone Number: 718-354-6768

Contact (if different than owner):

Name: S. A. A.

Mailing Address: S. A. A.

Telephone Number: _____

Property:

Physical Address: 121 N. Andrews

Summary Legal Description: Lot: 3 Block: 14 Addition: Christian College

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 40K.

Estimated Date of Start of Construction: MARCH 15, 2016

Estimated Date of Completion of Project: T.B.D.

Description of Project: _____

Single Family Home

Applicant(s): Wendi Salieski Date: 3/9/16

Date: _____

304240

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF GRAYSON * KNOW ALL MEN BY THESE PRESENTS:

That I, **ERNEST FOSTER**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **MENDI SALIJESKI**, the following described real property in Grayson County, Texas, to-wit:

BEING Lots One (1), Three (3), and Five (5), in Block Fourteen (14), of CHRISTIAN COLLEGE ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 105, Page 13, Deed Records, Grayson County, Texas.

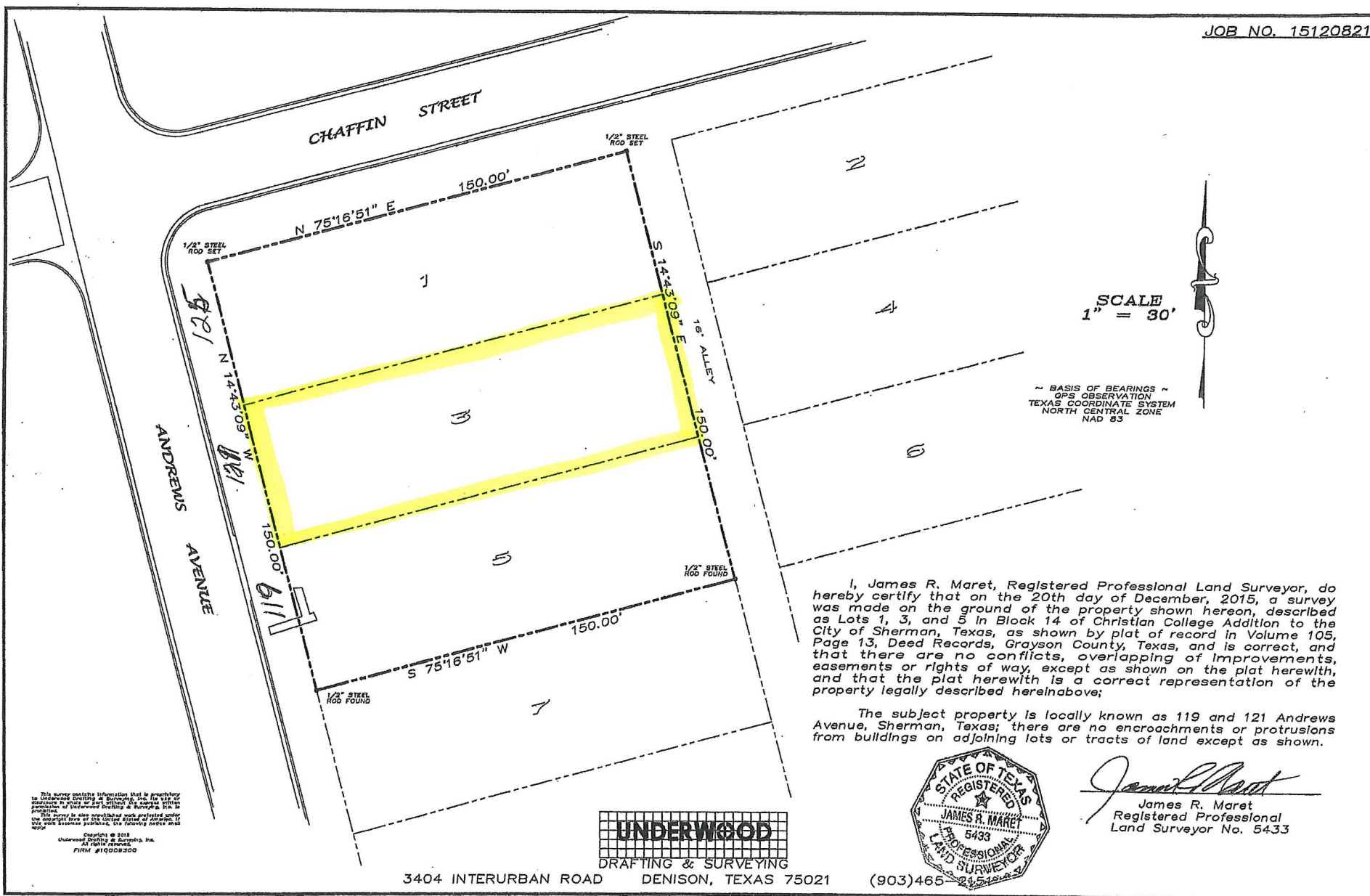
SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 13th day of April, 2015.


ERNEST FOSTER

JOB NO. 15120821



CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 160378 SUBCONTRACTOR: MENDI SALIJESKI DATE ISSUED: 3/04/2016

PROJECT ADDRESS: 121 N ANDREWS AVE LOT #: 1 3
PARCEL ID: 161000 BLK #: 14
SUBDIVISION: CHRISTIAN COLLEGE ADDN ZONE ORD: R-1 ONE FAMILY RESIDENTIAL

ISSUED TO: MENDI SALIJESKI CONTRACTOR: MENDI SALIJESKI
ADDRESS: 220 W ARCHER ADDRESS: 220 W ARCHER
CITY, ST ZIP: SHERMAN TX 75092 CITY, ST ZIP: SHERMAN TX 75092
PHONE: 718-354-6768 PHONE:

PROP. USE: ONE FAMILY RESIDENTIAL SQ FT: 1,500.00
WORK: NEW RESIDENTIAL CONSTRUCTION BEDROOMS: 3
VALUATION: \$ 40,000.00 BATHROOMS: 2
OCCP TYPE: ONE FAMILY RESIDENTIAL STORIES: 1
CNST TYPE: WOOD FRAME

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.


(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/4/16
DATE


(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

3/4/16
DATE

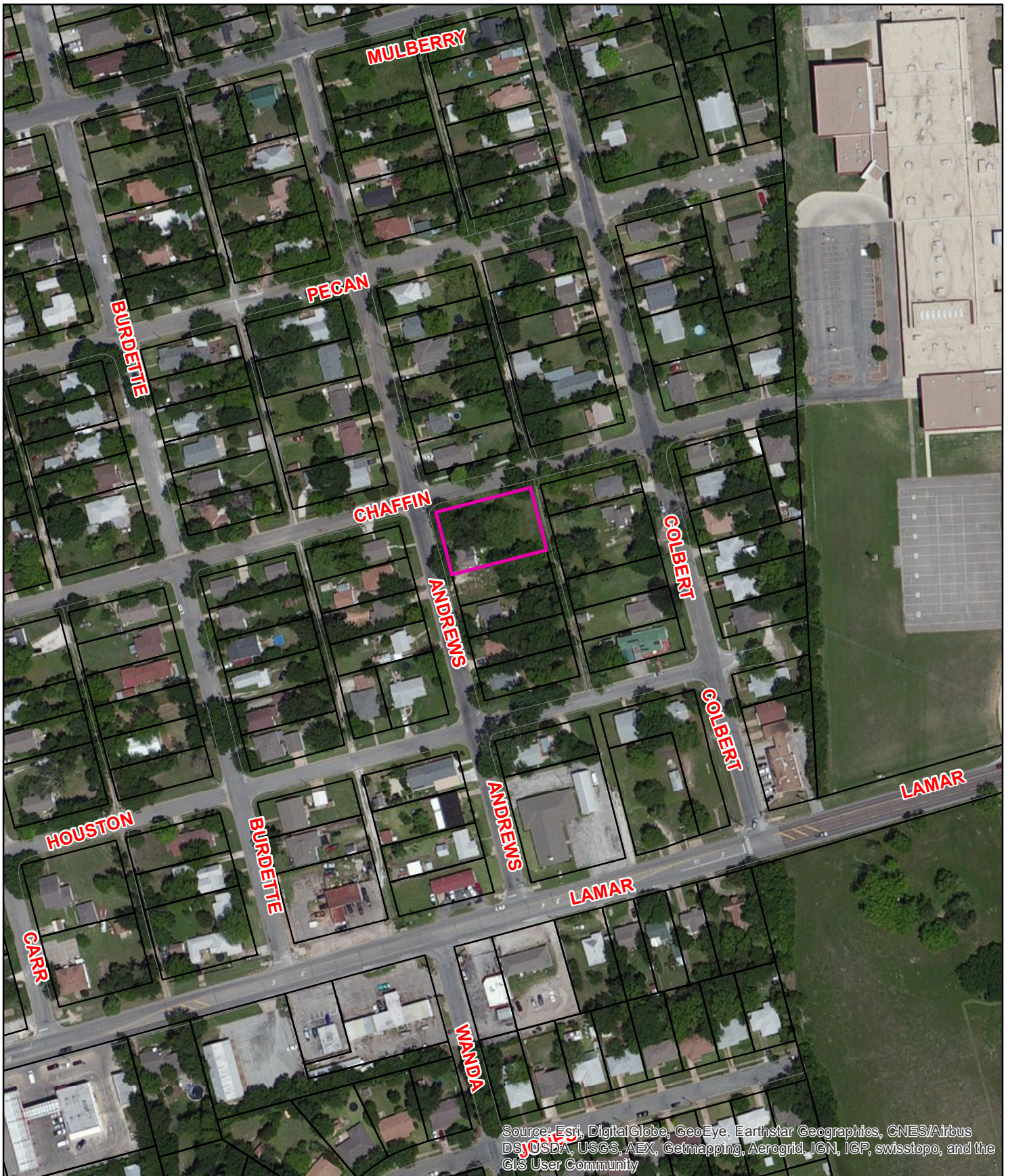

(APPROVED BY) BUILDING & ZONING

3/14/16
DATE



121 N. Andrews Ave.



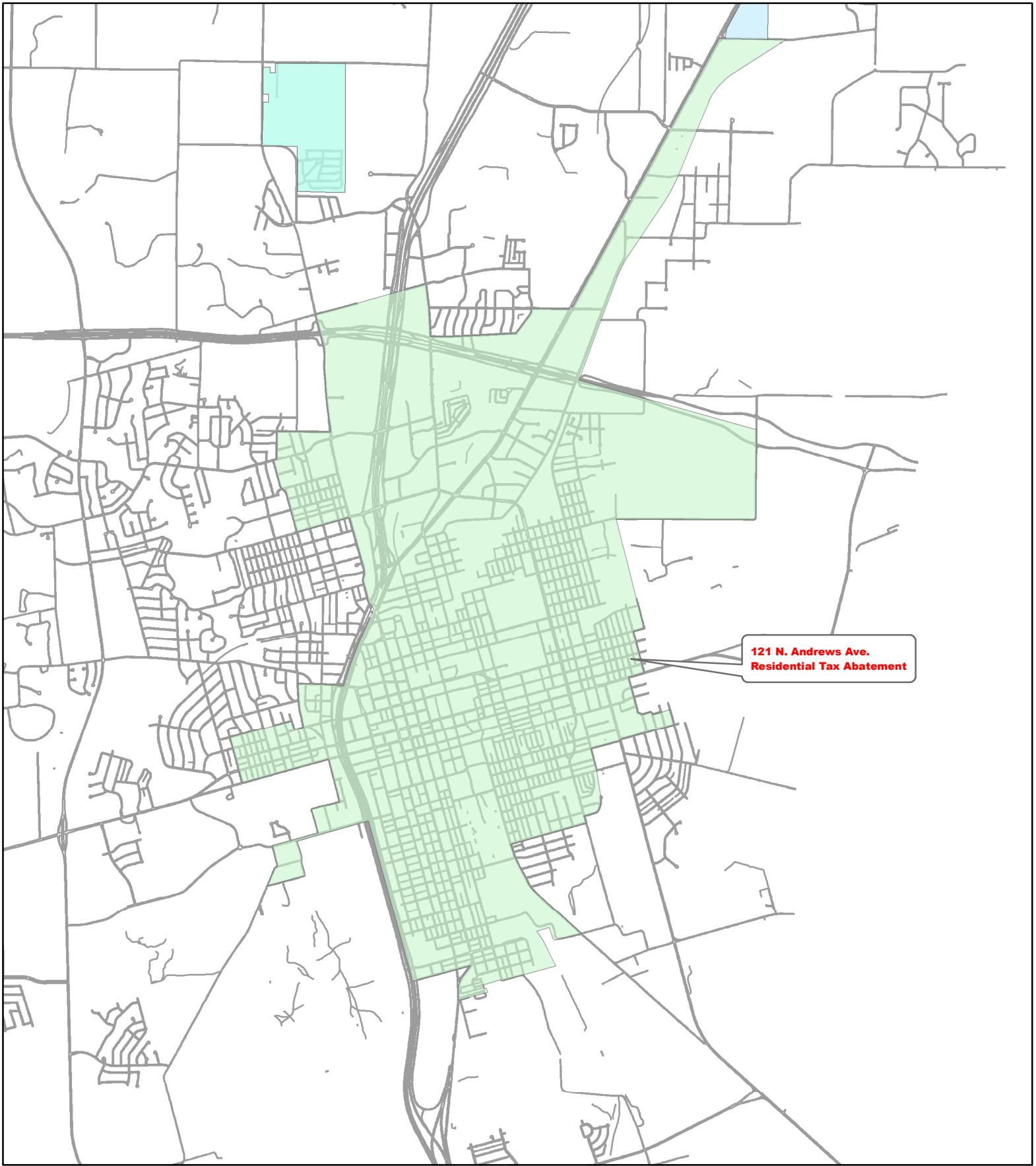


City of Sherman, Texas
Developmental Services Department

121 N. Andrews Ave.



1 in = 200 ft



121 N. Andrews Avenue Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 4,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 4.

Meeting Date: 04/04/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6071**

Authorizing Execution of an Agreement with Mendi Salijeski for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 125 North Andrews Avenue

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 125 North Andrews Avenue.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Mendi Salijeski, Owner/Applicant

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$148.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6071

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Residential Tax Abatement Reinvest Zone Map

RESOLUTION NO. 6071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH MENDI SALIJESKI FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 125 NORTH ANDREWS AVENUE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Mendi Salijeski and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Menki Salijeski for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 125 North Andrews Avenue, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **MENDI SALIJESKI**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 125 North Andrews Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 1, Block 14, Christian College Addition

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Mendi Salkjeski
220 Archer Drive
Sherman, Texas 75092
(718) 354-6768

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
MENDI SALIJESKI

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
MENDI SALIJESKI

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MENDI SALIJESKI**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Mendi Salijeski

Mailing Address: 220 ARCHER DR. SHERMAN TX

Telephone Number: 718 354 6768 75032

Contact (if different than owner):

Name: S. A. A.

Mailing Address: S. A. A.

Telephone Number:

Property:

Physical Address: 125 N. ANDREWS AVE

Summary Legal Description: Lot: 1 Block: 14 Addition: CHRISTIAN College Addition

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 40K.

Estimated Date of Start of Construction: MARCH 15, 2016

Estimated Date of Completion of Project: T.B.D.

Description of Project: Single Family Home

Applicant(s): Mendi Salijeski Date: 3/9/16

Date:

304240

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS *
COUNTY OF GRAYSON * KNOW ALL MEN BY THESE PRESENTS:

That I, **ERNEST FOSTER**, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged herein, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **MENDI SALIJESKI**, the following described real property in Grayson County, Texas, to-wit:

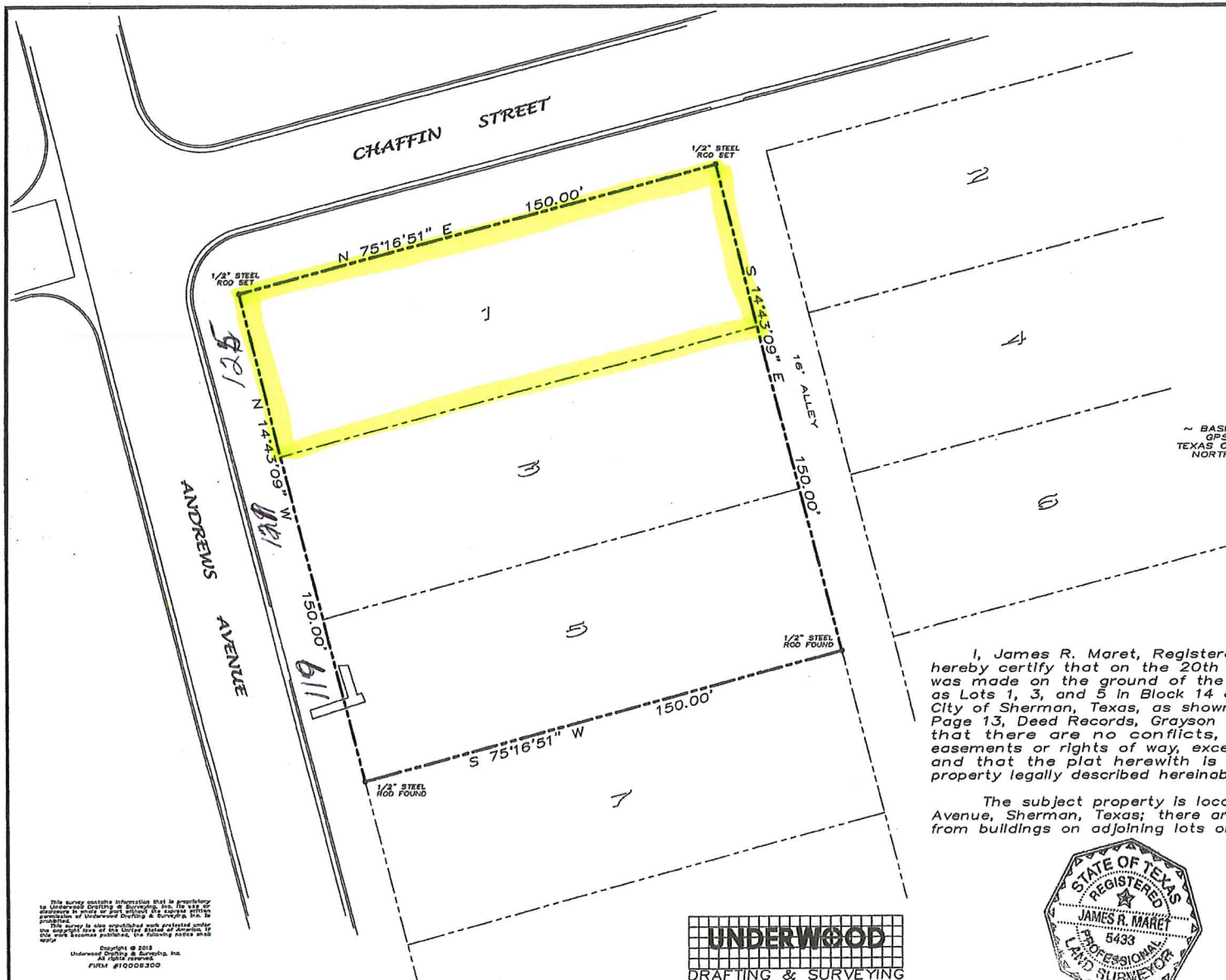
BEING Lots One (1), Three (3), and Five (5), in Block Fourteen (14), of CHRISTIAN COLLEGE ADDITION, an Addition to the City of Sherman, Texas, as shown by plat of record in Vol. 105, Page 13, Deed Records, Grayson County, Texas.

SAVE AND EXCEPT and there is hereby excepted from the warranties herein conveyed all prior reservations of any oil, gas, and other minerals, easements, and restrictive covenants and conditions of record in the County Clerk's Office, Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 13th day of April, 2015.


ERNEST FOSTER



SCALE
1" = 30'

~ BASIS OF BEARINGS ~
GPS OBSERVATION
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE
NAD 83

I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 20th day of December, 2015, a survey was made on the ground of the property shown hereon, described as Lots 1, 3, and 5 in Block 14 of Christian College Addition to the City of Sherman, Texas, as shown by plat of record in Volume 105, Page 13, Deed Records, Grayson County, Texas, and is correct, and that there are no conflicts, overlapping of improvements, easements or rights of way, except as shown on the plat herewith, and that the plat herewith is a correct representation of the property legally described hereinabove;

The subject property is locally known as 119 and 121 Andrews Avenue, Sherman, Texas; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2122

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. for the use of its clients and is not to be used for any other purpose without the written consent of Underwood Drafting & Surveying, Inc. The survey is also controlled and protected under the copyright laws of the United States of America. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Underwood Drafting & Surveying, Inc.

CITY OF SHERMAN
RESIDENTIAL BUILDING PERMIT

PERMIT #: 160380 SUBCONTRACTOR: MENDI SALIJESKI DATE ISSUED: 3/04/2016

PROJECT ADDRESS:	125 N ANDREWS AVE	LOT #:	1
PARCEL ID:		BLK #:	14
SUBDIVISION:	CHRISTIAN COLLEGE ADDN	ZONE ORD:	R-1 ONE FAMILY RESIDENTIAL
ISSUED TO:	MENDI SALIJESKI	CONTRACTOR:	MENDI SALIJESKI
ADDRESS:	220 W ARCHER	ADDRESS:	220 W ARCHER
CITY, ST ZIP:	SHERMAN TX 75092	CITY, ST ZIP:	SHERMAN TX 75092
PHONE:		PHONE:	
PROP. USE:	ONE FAMILY RESIDENTIAL	SQ FT:	1,500.00
WORK:	NEW RESIDENTIAL CONSTRUCTION	BEDROOMS:	3
VALUATION:	\$ 40,000.00	BATHROOMS:	2
OCCP TYPE:	ONE FAMILY RESIDENTIAL	STORIES:	1
CNST TYPE:	WOOD FRAME		

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
	TOTAL	\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Mendi Salijeski
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/14/16
DATE

[Signature]
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

3/4/2016
DATE

B. White
(APPROVED BY) BUILDING & ZONING

3/14/16
DATE

BWG Architecture
P.O. Box 593
Tom Bean, TX 75459
(903) 815-9273

© B.W. Green, LLC
Bruce W. Green, Architect
Texts: 18.293
Gillshornes: 04950

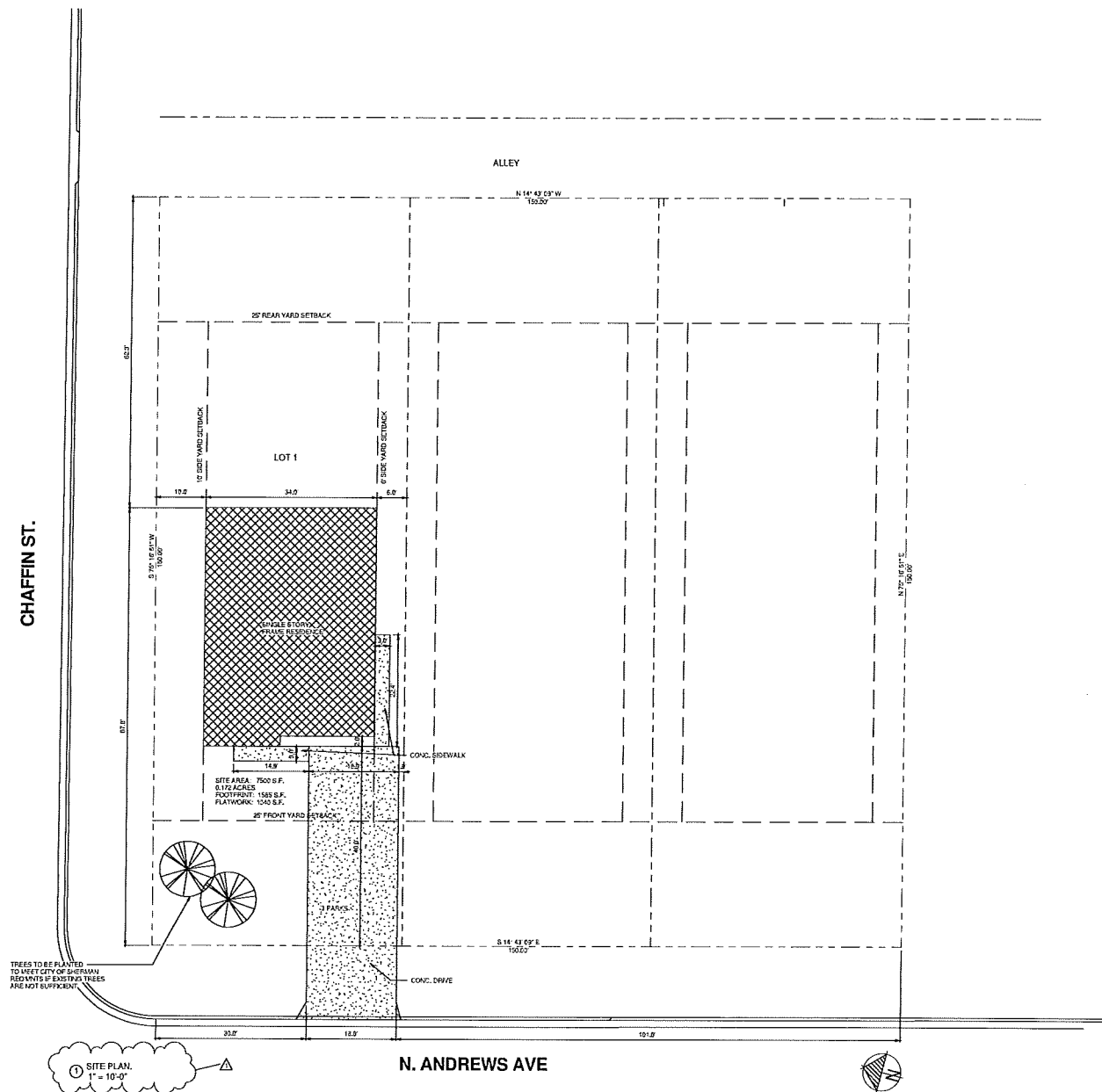


____ N. ANDREWS
AVE.
SHERMAN, TX

S.S. PARTNERS

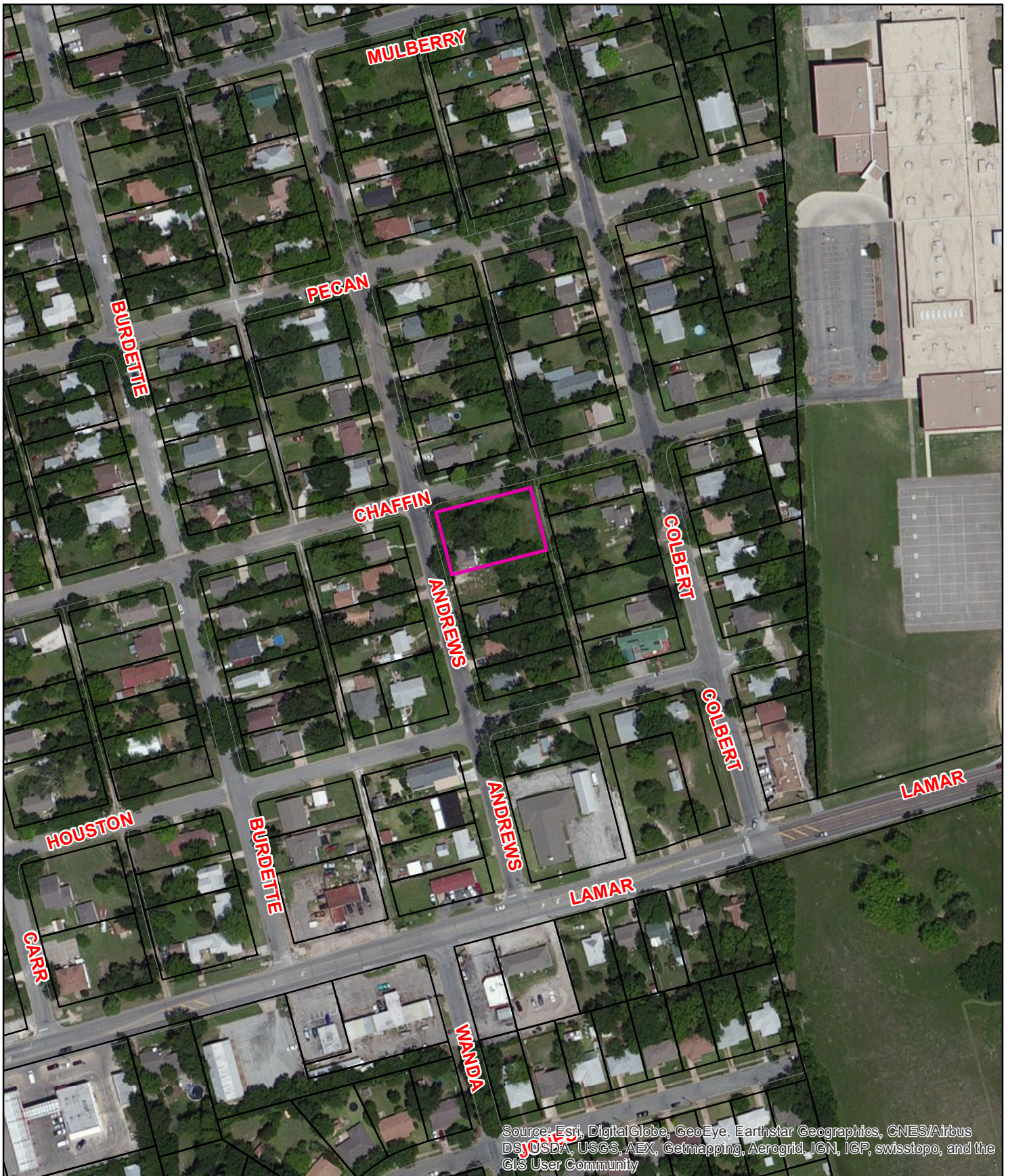
A NEW RESIDENCE

A-1.0.



125 N. Andrews Ave.





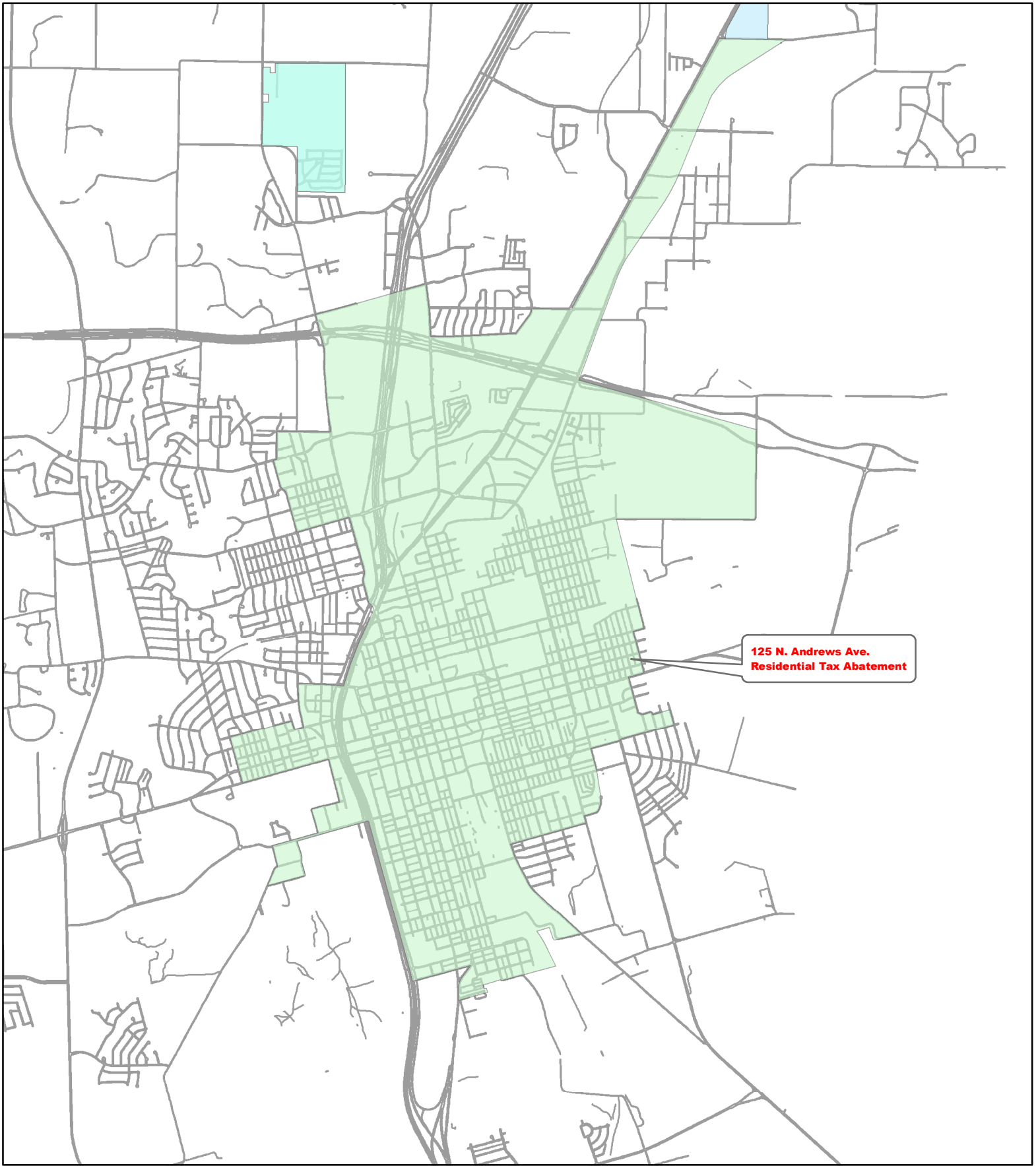
City of Sherman, Texas
Developmental Services Department

125 N. Andrews Ave.



NOT TO SCALE

1 in = 200 ft



125 N. Andrews Avenue Residential Tax Abatement



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 4,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 5.

Meeting Date: 04/04/2016

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6072**

Authorizing Execution of an Agreement with Habitat for Humanity of Grayson County for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 420 South Rusk Street

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 420 South Rusk Street.

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatement.

Origination:

Habitat for Humanity of Grayson County, Owners/Applicants

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$241.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6072

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Photo

Location Map

Residential Reinvestment Zone Map

RESOLUTION NO. 6072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY OF GRAYSON COUNTY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 420 SOUTH RUSK STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Habitat for Humanity of Grayson County and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Habitat for Humanity of Grayson County for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 420 South Rusk Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **HABITAT FOR HUMANITY OF GRAYSON COUNTY**, hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2011, the City Council of Sherman, Texas, passed Ordinance No. 5692 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 5960) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2011;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2016, and continuing for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023,

2024 and 2025, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2016, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	100%
2022	80%
2023	60%
2024	40%
2025	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 420 South Rusk Street, Sherman, Texas, and as more particularly described by the following:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the SAMUEL BLAGG SURVEY, Abstract No. 56, being the same 0.675 acre tract conveyed by France M. Brown to Habitat for Humanity by deed dated April 30, 2015, recorded in Volume 5623, Page 581, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 1 inch pipe maintaining the Northeast corner of said 0.675 acre tract, the Southeast corner of a tract of land described in Tract 2 in deed from Rosie Wilhelm to Joyce Ann Locke, dated May 24, 2006, recorded in Volume 4812, Page 104, Official Public Records, Grayson County, Texas, on the West line of Rusk Street;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of Rusk Street, a distance of 100.00 feet to a found 1 inch pipe maintaining the Northeast corner of a 75 x 150 foot tract conveyed by James Edward Forster, Jr., et ux to Zulema Guevara by deed dated March 27, 2014, recorded in Volume 5441, Page 239, Official Public Records, Grayson County, Texas;

THENCE South 73 deg. 40 min. 00 sec. West, with the North line of said 75 x 150 foot tract, a distance of 150.00 feet to a found ½ inch rebar at the base of a chain link fence corner post maintaining its Northwest corner;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said 75 x 150 foot tract, passing its Southwest corner and continuing for a total distance of 260.00 feet to a found ½ inch rebar maintaining the Southwest corner of an 0.14 acre tract conveyed by Rick Caviness to Leah Tallant by deed dated July 1, 2009, recorded in Volume 4666, Page 593, Official Public Records, Grayson County, Texas, on the North line of King Street;

THENCE South 73 deg. 40 min. 00 sec. West, with the North line of said King Street, a distance of 40.00 feet to the Southeast corner of a 125 x 150 foot tract conveyed by Frances M. Carter to Benjamin Ross Chitwood and Temple Chitwood by deed dated May 23, 1997, recorded in Volume 3615, Page 228, Official Public Records, Grayson County, Texas;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said 125 x 150 foot tract, at a distance of 2.9 feet passing 0.7 feet West of a found ½ inch rebar and continuing passing the Northwest corner of said 125 x 150 foot tract and continuing for a total distance of 360.00 feet to the Northeast corner of a 60 x 150 foot tract conveyed by Bank One, Texas, NA, Trustee to Carla Cripps by deed dated

February 3, 1994, recorded in Volume 2317, Page 820, Real Property Records, Grayson County, Texas, on the South line of the above mentioned Tract 2 conveyed to Locke in Volume 4812, Page 104;

THENCE North 73 deg. 40 min. 00 sec. East, with the South line of said Tract 2, a distance of 190.00 feet to the **PLACE OF BEGINNING and containing 0.67 ACRES OF LAND more or less**.....

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Habitat for Humanity of Grayson County
PO Box 2725
Sherman, Texas 75091
(903) 893-0009

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the

_____ day of _____, 2015.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
HABITAT FOR HUMANITY OF
GRAYSON COUNTY

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
LAURIE MEALY

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **LAURIE MEALY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____ day of _____, 2015 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Habitat for Humanity of Grayson County

Mailing Address: PO Box 2725, Sherman, TX. 75091

Telephone Number: 903.893.0009

Contact (if different than owner):

Name: Laurie Mealy

Mailing Address: PO Box 2725 Sherman 75091

Telephone Number: St 903.893.0009

Property:

Physical Address: 420 S. Rusk, Sherman, TX. 75090

Summary Legal Description: Lot: _____ Block: _____ Addition: _____

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

G0056 Blagg Samuel A - G0056 Acres 0.675
100 X 192 X 360 X 42 X 260 X 150, Future Site - Low Income Housing

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: \$65,000

Estimated Date of Start of Construction: 03/18/2016

Estimated Date of Completion of Project: 06/30/2016

Description of Project: Three bedroom, two bathroom home
that meets affordability standards.

Applicant(s): Laurie Mealy

Date: 03/14/2016

Date: _____

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090



70 2015 00008677

Instrument Number: 2015-00008677

Recorded On: May 11, 2015

As
Recordings

Parties: BROWN FRANCE M ETAL

To HABITAT FOR HUMANITY

Billable Pages: 2

Number of Pages: 4

Comment: WD

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	20.00
Total Recording:	20.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

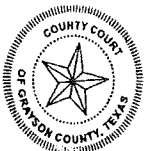
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-00008677
Receipt Number: 425557
Recorded Date/Time: May 11, 2015 02:01:57P
Book-Vol/Pg: BK-OR VL-5623 PG-581
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

GILLESPIE AND GILLESPIE
200 N. TRAVIS
SHERMAN TX 75090



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Grayson County, Texas.

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED

Date: April 30, 2015

Grantor: France M. Brown, Individually and as Trustee of the Frances M. Brown Family Trust

Grantor's Mailing Address (including county):

1608 Crescent
Sherman, Grayson County, Texas 75092

Grantee: Habitat for Humanity

Grantee's Mailing Address (including county):

P.O. Box 2725
Sherman, Grayson County, Texas 75091

Consideration: Ten and NO/100 (\$10.00) Dollars and other good and valuable consideration paid in cash the receipt and sufficiency of which is hereby acknowledged and for which no lien, express or implied, is retained.

Property (including any improvements):

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of a 7 1/3 acre tract of land conveyed by Maggie L. Manson Jackson, et al to J.H. Taylor by deed dated November 28, 1902, recorded in Volume 149, Page 264, Deed Records, Grayson County, Texas and being more particularly described on the attached Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty:

All otherwise valid reservations and conveyances of the mineral estate, oil, gas, and other mineral leases, easements, rights-of-way, and restrictions of record in the office of the County Clerk of Grayson County, Texas.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

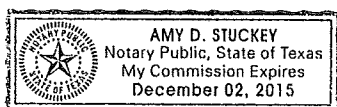
When the context requires, singular nouns and pronouns include the plural.

Frances M. Brown
Frances M. Brown, Individually and as Trustee
of the Frances M. Brown Family Trust

(Acknowledgment)

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on the 4th day of May, 2015, by FRANCES M. BROWN, Individually and as Trustee of the FRANCES M. BROWN FAMILY TRUST.



Amy D. Stuckey
Notary Public, State of Texas

EXHIBIT "A"

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of a 7 1/3 acre tract of land conveyed by Maggie L. Manson Jackson, et al to J. H. Taylor by deed dated November 28, 1902, recorded in Volume 149, Page 264, Deed Records, Grayson County, Texas, also being all of a 100 x 150 ft. tract of land previously conveyed out of said 7 1/3 acre tract by deed from William C. Woemer, et ux to J. Harve Taylor, dated June 26, 1954, recorded in Volume 764, Page 109 of said Deed Records, and being more particularly described as follows to-wit:

BEGINNING at a 1 inch pipe on the West line of Rusk Street, said pipe maintaining the Northeast corner of said 100 x 150 ft. tract, the Southeast corner of a tract of land conveyed by William R. Keeton, et ux to George C. Clinton, et ux by deed dated January 26, 1965, recorded in Volume 1024, Page 36 of said Deed Records;

THENCE South 16 deg. 00 min. 00 sec. East, with the West line of said Rusk Street, a distance of 100.00 feet to a $\frac{1}{2}$ inch steel rod maintaining the Southeast corner of said 100 x 150 ft. tract;

THENCE South 73 deg. 40 min. 00 sec. West, with a fence, a distance of 150.00 feet to a ½ inch steel rod at the base of a fence corner post, said rod maintaining the Southwest corner of said 100 x 150 ft. tract;

THENCE South 16 deg. 00 min. 00 sec. East, passing the Northwest corner of a 40 x 150 ft. tract of land conveyed by C. W. Clinton, et ux to Jimmy Newton, et ux by deed dated April 20, 1984, recorded in Volume 1691, Page 820 of said Deed Records, and continuing for a total distance of 260.00 feet to a ½ inch steel rod on the South line of said 7 1/3 acre tract, the North line of an alley, said rod maintaining the Southwest corner of said 40 x 150 ft. tract;

THENCE South 73 deg. 40 min. 00 sec. West, with the South line of said 7 1/3 acre tract, the North line of said alley, a distance of 40.00 feet to a 1/2 inch steel rod maintaining the Southeast corner of a 125 x 150 ft. tract of land conveyed by T. H. Ford, et ux to E. L. Hash, Sr., et ux by deed dated May 26, 1955, recorded in Volume 806, Page 199 of said Deed Records;

THENCE North 16 deg. 00 min. 00 sec. West, with the East line of said 125 x 150 ft. tract, passing its Northeast corner, and continuing for a total distance of 360.00 feet to a 1/2 inch steel rod on the South line of said George C. Clinton tract;

THENCE North 73 deg. 40 min. 00 sec. East, with the South line of said Clinton tract, at a distance of 40.0 ft. passing the Northwest corner of said 100 x 150 ft. tract, and continuing for a total distance of 190.00 feet to the place of beginning and containing 0.675 acres of land more or less.....

Recorders Memo
Some portions of this
Document may not be
clearly legible.

[illegible]

Bk Vol Ps
00008677 OR 5623 584

Filed for Record in:
Grayson County

On: May 11, 2015 at 02:01P

As a
Recordings

Document Number: 00008677

Amount: 20.00

Receipt Number -

By:
GAIL WHITE

425557

STATE OF TEXAS

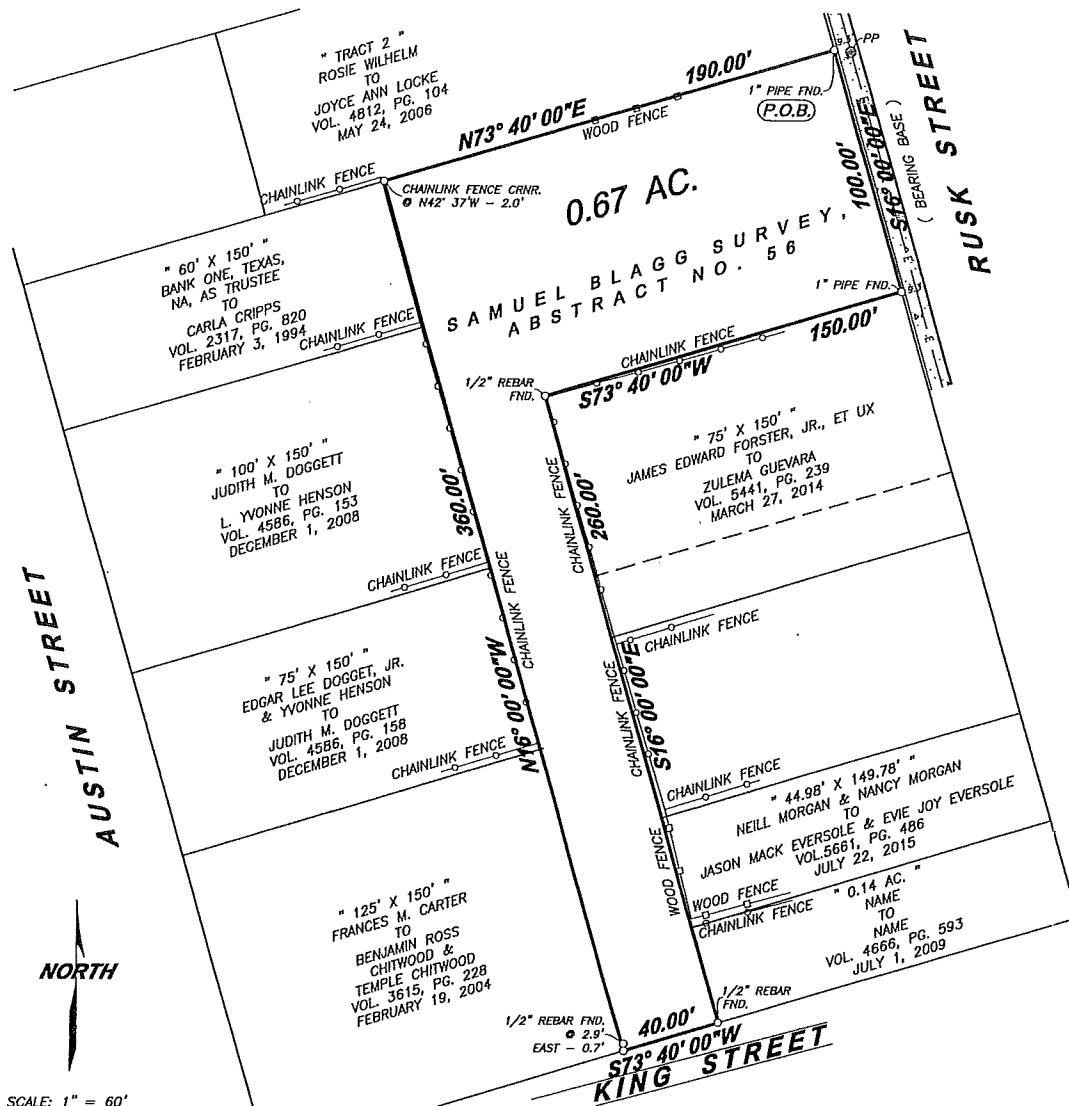
COUNTY OF GRAYSON

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Grayson County
as stamped hereon by me.

May 11, 2015

Wilma Bush, Grayson County Clerk
Grayson County



SARTIN & ASSOCIATES, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS

FIRM Headquarters - #10081100

109 S. Travis • P.O. Box 1843 Sherman, TX 75091

Phone: (903)892-8003 • Fax: (903)868-2970 • Email: msartin@gccisp.com

SURVEY FOR: HABITAT FOR HUMANITY

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 16th day of February, 2016 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as 420 S. RUSK, SHERMAN, TX this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin
Marshall Sartin R.P.L.S #3694

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

CITY OF SHERMAN

RESIDENTIAL BUILDING PERMIT

PERMIT #: 160421 SUBCONTRACTOR: CHARLES BYLER DATE ISSUED: 3/14/2016

PROJECT ADDRESS: 420 S RUSK ST
PARCEL ID: 163372
SUBDIVISION:

LOT #:
BLK #:
ZONE ORD: R-2 MULTI-FAMILY RESIDENTIAL

ISSUED TO: HABITAT FOR HUMANITY
ADDRESS: PO BOX 2725
CITY, ST ZIP: SHERMAN TX 75091-2725
PHONE: 903-893-0009

CONTRACTOR: CHARLES BYLER
ADDRESS: 2217 ALPINE DR
CITY, ST ZIP: SHERMAN TX 750923123
PHONE: 903-870-8799

PROP. USE: SINGLE FAMILY RESIDENTIAL
WORK: NEW RESIDENTIAL CONSTRUCTION
VALUATION: \$ 65,000.00
OCCP TYPE: SINGLE FAMILY RESIDENTIAL
CNST TYPE: WOOD FRAME

SQ FT: 1,248.00
BEDROOMS: 3

BATHROOMS: 2
STORIES: SINGLE

FEE CODE	DESCRIPTION	AMOUNT
BLD10	RESIDENTIAL STORMWATER MGMT	\$ 25.00
TOTAL		\$ 25.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Charles E. Byler
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

3/14/16
DATE

[Signature]
(APPROVED BY) FLOOD PLAIN ADMINISTRATOR

3/14/16
DATE

[Signature]
(APPROVED BY) BUILDING & ZONING

3/17/16
DATE

KING ST

290'

40'

North

20'

shed

8'x8'

10'

40'

30'

29'

30'

10'

Porch

DRIVE WAY

25'

150'

420 S. Rusk

100'

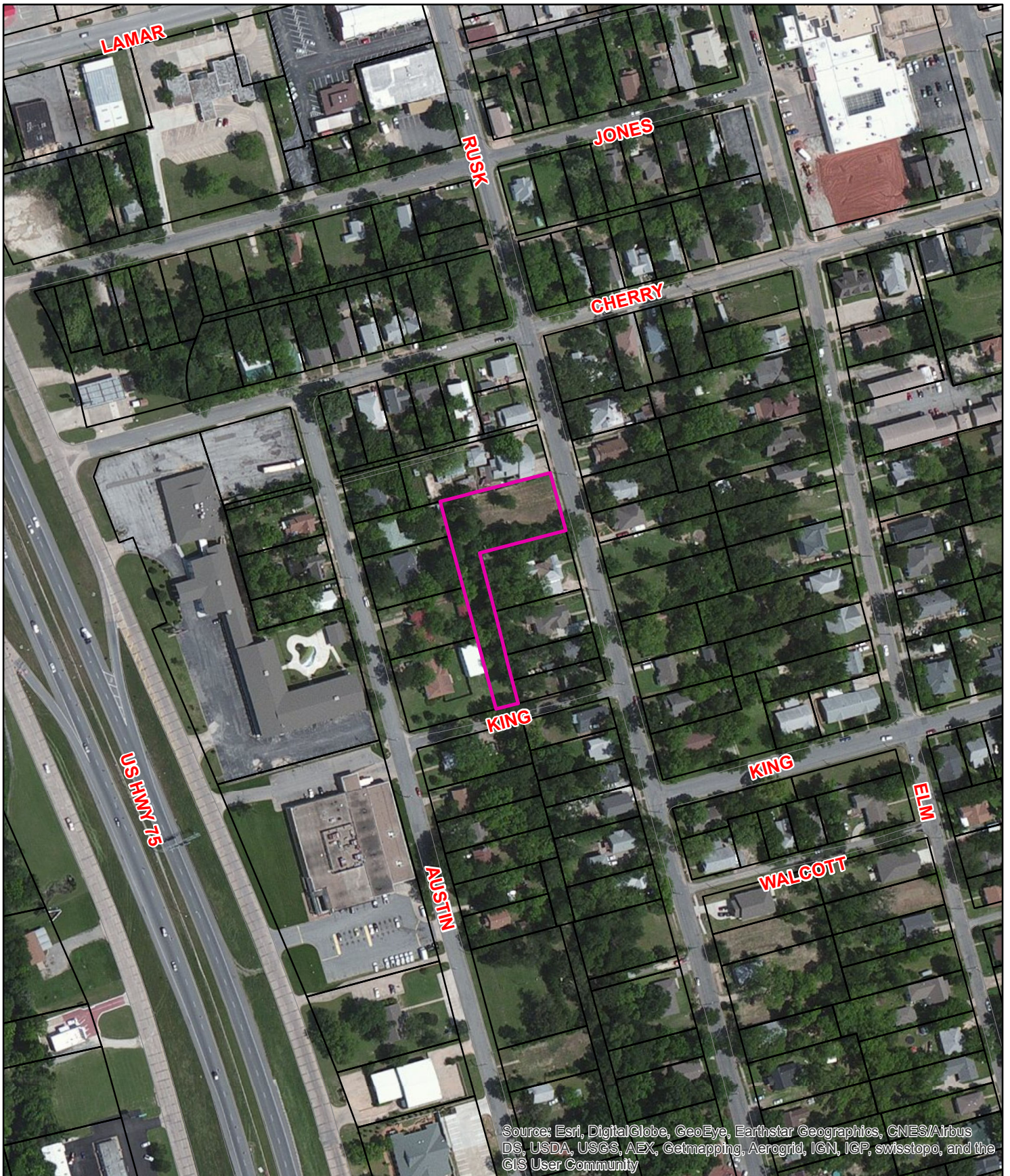
RUSK

←

→

420 S. Rusk Street





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Sherman
CLASSIC TOWN. BROAD HORIZON.

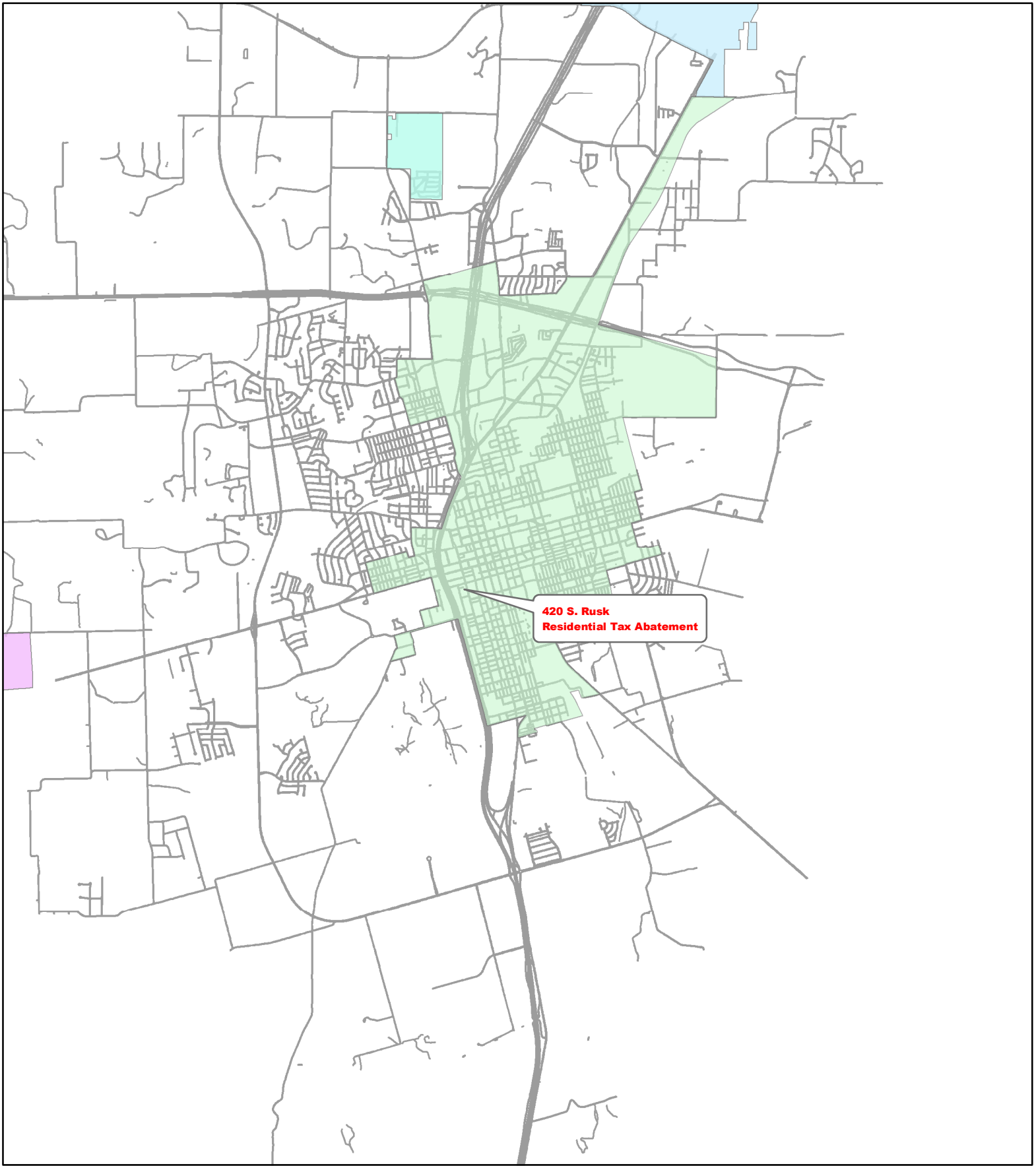
City of Sherman, Texas
Developmental Services Department

420 S. Rusk Street



NOT TO SCALE

1 in = 217 ft



**420 S. Rusk Street
Residential Tax Abatement**



City of Sherman, Texas
Developmental Services Department



NOT TO SCALE
1 inch = 6,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 6.

Meeting Date: 04/04/2016

Prepared By: Clay Barnett, Director of Public Works and Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6073

Authorizing Execution of a Professional Services Agreement with Brockette/Davis/Drake, Inc. for the Engineering Design of a Four-Lane Divided Thoroughfare from Heritage Parkway (FM 1417) through Sherman Crossroads to US 75

Issue:

To consider a contract for professional services with Brockette/Davis/Drake, Inc. of Dallas, Texas, for the engineering design of a four-lane divided thoroughfare through from Heritage Parkway (FM 1417) through the Sherman Crossroads development to US 75

Background:

At the August 17, 2015 City Council Meeting, the City Council approved the Conceptual Master Plan for Sherman Crossroads in the Blalock Industrial Park/Blalock Commercial Overlay District located in the 2800-3600 blocks of South U.S. Highway 75. OB Groner Road is shown in the City of Sherman Thoroughfare Plan to extend from Heritage Parkway (FM 1417) to US 75. The Texas Department of Transportation (TxDOT) Master Plan for US 75 shows Travis Street to be realigned to form a standard intersection with the US 75 frontage roads. During the discussion and planning process with the Sherman Crossroads development, it became apparent that connecting OB Groner Road with Travis Street would connect two minor arterial roadways and greatly increase the efficiency of the City of Sherman thoroughfare network.

It is City policy that the City of Sherman is responsible for arterial roadways and developers are responsible for local and collector roadways. Since this extension of OB Groner Road/Travis Street is a minor arterial, the City of Sherman would be responsible for the design and construction of the roadway. This engineering contract is the first step in that process. The engineering contract includes the design of the minor arterial roadway from US 75 west to FM 1417 as well as an extension of Northgate Drive from its current terminus to the intersection with OB Groner Road/Travis Street. Regardless of what portion of the roadways are constructed, the plans are needed in order to adequately determine where right-of-way is needed for the roadways. Preserving the right-of-way for these roadways, as well as similar roadways in the City of Sherman Thoroughfare Plan, is critical to allow for the efficient expansion and improvement of the thoroughfare system in the City of Sherman.

Origination:

City Council

Financial Consideration:

The fee for the engineering design of a four-lane divided thoroughfare from Heritage Parkway (FM 1417) through Sherman Crossroads to US 75 will be \$236,500.00.

Staff Recommendation:

It is recommended that the contract for professional services with Brockette/Davis/Drake, Inc. of Dallas, Texas, for the engineering design of this thoroughfare be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6073
Agreement for Professional Services
Thoroughfare Plan
Location Map

RESOLUTION NO. 6073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BROCKETTE/DAVIS/DRAKE, INC. FOR THE ENGINEERING DESIGN OF A FOUR-LANE DIVIDED THOROUGHFARE FROM HERITAGE PARKWAY (FM 1417) THROUGH SHERMAN CROSSROADS TO US 75; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Brockette/Davis/Drake, Inc. of Dallas, Texas, for the engineering design of a four-lane divided thoroughfare from Heritage Parkway (FM 1417) through Sherman Crossroads to US 75, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS Agreement for Professional Services ("Agreement") is entered into April 4, 2016 by and between the CITY OF SHERMAN, TEXAS, hereinafter referred to as the "City", and Brockett/Davis/Drake, Inc., a Texas corporation, hereinafter referred to as "Company".

WHEREAS, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

WHEREAS, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

NOW, THEREFORE, the City of Sherman, Texas and Brockett/Davis/Drake, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

ARTICLE I

GENERAL

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services,

attached hereto as Exhibit "A" and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company shall not begin work on any Services described herein or other work until City directs Company in writing to proceed.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by

reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard, policy or order of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be

provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion. The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

ARTICLE II

SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF ALL PLANS, SPECIFICATIONS, DRAWINGS, DESIGNS, DOCUMENTS, REPORTS, RECORDS, OTHER WORK PRODUCT, AND ESTIMATES NECESSARY FOR THE TRVIS STREET/OB GRONER ROAD EXTENSION PROJECT DESCRIBED IN THE SCOPE OF SERVICES ATTACHED HERETO AS EXHIBIT "A".

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company represents that (i) such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company), (i) shall be sufficient and adequate for the project and fit for the purposes for which they are

intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

ARTICLE III

PAYMENT

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Partial payment shall be paid based upon a percentage of work completed. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or

obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense there from, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or other work by the City.

ARTICLE IV

TIME FOR PERFORMANCE

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in Exhibit "A", attached hereto.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

ARTICLE V

DOCUMENTS

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise)) prepared by or for Company under or in connection with this Agreement shall be submitted for approval of the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk.

C. Company agrees to and does hereby grant and assign to City all intellectual property rights (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Company, after completion of the Services and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All documents or other instruments of service supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

ARTICLE VI

TERMINATION

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such

termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

ARTICLE VII

INSURANCE

A. In connection with this Agreement, Company shall provide and maintain the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other

vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The City of Sherman, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies with the exception of professional liability shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Sherman, Texas shall be contained in the Workers Compensation and all liability policies.

4. All insurance policies shall be endorsed to the effect that the City of Sherman, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the City of Sherman, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Company may maintain reasonable and customary deductibles, subject to approval by the City of Sherman, Texas

8. Insurance must be purchased from insurers that are financially acceptable to the City of Sherman, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall contain provisions representing and warranting the following:

1. Set forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Sherman, Texas,

3. Upon request, Company shall furnish the City of Sherman, Texas with certified copies of all insurance policies.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

ARTICLE VIII

COMPANY'S INDEMNIFICATION OBLIGATION

Company covenants and agrees to FULLY INDEMNIFY AND HOLD HARMLESS the City of Sherman, Texas and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas, individually or collectively, in both their official and private capacities (the City of Sherman, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the City of Sherman, Texas each being a "Sherman Person" and collectively the "Sherman Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon or incurred by any Sherman Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a

subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control (such agent, consultant under contract, or another entity being "Company Persons"). SUCH INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OF A SHERMAN PERSON. However when Claims arise out of the co-negligence of a Sherman Person and the Company or any Company Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims equal to the Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Sherman Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Sherman Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.

Company shall promptly advise the City in writing of any claim or demand against any Sherman Person or Company or Company Person related to or arising out of Company's activities under this Agreement. The Sherman Persons shall have the right, at the Sherman Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE IX

COMPANY INDEMNIFICATION FOR EMPLOYEES

Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN ARTICLE VIII AND ANY OTHER INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS AND ALL OTHER SHERMAN PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

ARTICLE X

ASSIGNMENT

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of

City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

ARTICLE XI

APPLICABLE LAWS; GOVERNING LAW; VENUE

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469 of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Grayson County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Grayson County, Texas.

ARTICLE XII

ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

ARTICLE XIII

EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

ARTICLE XIV

AGREEMENT AMENDMENTS

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

ARTICLE XV

GENDER AND NUMBER; HEADINGS

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

ARTICLE XVI

NOTICES AND AUTHORITY

A. The Company agrees to send all notices required under this Agreement to the City Manager of the City of Sherman at 220 W. Mulberry St., Sherman, TX 75090.

B. The City agrees to send all notices required under this Agreement to the Company at 4144 N. Central Expressway, Suite 1100, Dallas, Texas 75204.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

ARTICLE XVII

MISCELLANEOUS

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a

term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this ____ day of _____ 2016, with an original to each party.

COMPANY: _____

BY: _____

NAME: _____
Address

TITLE: President

ATTEST: BY: _____

NAME: _____

TITLE: _____

CITY: CITY OF SHERMAN

BY: _____

NAME: Robby Hefton

TITLE: City Manager

ATTEST: BY: _____

NAME: Linda Ashby

TITLE: City Clerk

APPROVAL RECOMMENDED:

Clay Barnett, P.E. / Director of Public Works & Engineering

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney



March 30, 2016

Mr. Clay Barnett, P.E.
Director of Public Works and Engineering
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Re: Civil Engineering/Survey Fee Proposal
Sherman Crossroads – Infrastructure Improvements
Sherman, Texas

Dear Mr. Barnett:

Brockette/Davis/Drake, Inc. (BDD) is pleased to submit for your consideration the following proposal to provide civil engineering and surveying services for the above referenced project. Our understanding of the scope of services is as follows:

- East/West Road (Travis Street) – The East/West Road will be designed as a 4-lane divided from US 75 to FM 1417. The right-of-way for the new road will be within the OB Groner Road right-of-way from W. Moore Street to FM 1417. The alignment will avoid the cell tower area. (approx. 10,500 linear feet)
- Extend existing Northgate (2 lanes) to the new Travis Street extension approx. 1,000 LF
- Sanitary sewer extension from the south to the new roadway
- Water main extension within the new roads
- Drainage Plan (no modifications to the existing pond area will be provided with this plan)

Our proposed scope of services is as follows:

PRELIMINARY ENGINEERING

1. Obtain as-built engineering plans from the City of Sherman.
2. Attend meetings with the City of Sherman, developers, and franchise utility providers (4 meetings estimated).

PRELIMINARY SURVEYING

1. Prepare an on the ground topographic survey for the proposed roadway and the sanitary sewer extension. BDD will tie to the boundary of the tract.
 - Approx. 200-foot wide topographic survey utilizing the proposed centerline (100 feet each side of centerline).
 - Approx. 500-foot wide topographic survey for the sanitary sewer extension. Since the north/south road has not been established, a 500'-wide area will be surveyed from the west line of US 75.
2. Separate instrument easements for right-of-way dedication. There will be several individually owned tracts of land where the proposed roadway is crossing.
3. A boundary verification will be required to prepare a metes/bounds description for each of the tracts.

CONSTRUCTION DOCUMENTS

1. Paving Plan/Profile
 - Prepare a plan/profile for the proposed East/West Roadway. This road will extend from the west right-of-way of US 75 to FM 1417.

- Prepare a plan/profile for the proposed Northgate connection.
- Prepare the necessary construction details.
- 2. Drainage Plan
 - Prepare a drainage area map for the proposed roadway and the land area draining to the road.
 - Prepare plan/profile for the proposed storm sewer system.
 - Prepare the necessary construction details.
 - BDD will supplement the on the ground topographic information with aerial topography to prepare the drainage area map.
- 3. Water/Sanitary Sewer Plan
 - Prepare a water plan for the extension of the water main located within the proposed roadway.
 - Extend the sanitary sewer from approx. 500' south of FM 1417 to the proposed roadway.
 - Prepare the necessary construction details.
- 4. Erosion Control Plan
 - An erosion control plan indicating a minimal set of controls shall be included in the construction plans. This plan alone does not meet the requirements of a Storm Water Pollution Prevention Plan (SWPPP). BDD will not prepare the Storm Water Pollution Prevention Plan (SWPPP) Manual. It will be the owner's/contractor's responsibility to prepare the SWPPP, Notice of Intent (NOI) and the Notice of Termination (NOT). BDD will coordinate with the client's SWPPP consultant in providing them with the necessary information from the plans to complete the SWPPP.

LANDSCAPE/IRRIGATION (Via Subconsultant)

1. Prepare a landscape plan for the median to the west property line of the development.
2. Prepare an irrigation plan for area landscape.
3. Prepare necessary details.

ELECTRICAL/LIGHTING (Via Subconsultant)

1. Prepare an electrical plan indicating the necessary lighting and conduit run to provide illumination to the proposed roadway.
2. Prepare the necessary details.

POST DESIGN SERVICES

1. Answer contractor questions.
2. Review contractor product submittals during construction as requested.
3. Prepare client requested "Record Drawings" based on contractor markups. The "Record Drawings" will not be sealed and signed by a Professional Engineer employed by Brockette/Davis/Drake unless all construction proposed in the plans is witnessed and observed by a representative of BDD under the direct supervision of the Professional Engineer.
4. Provide client requested services after city approval of the construction documents.
5. Perform periodic site visits during construction (approximately 3 visits).*
6. Perform a final punch list site visit.*

* The engineering site visits will be for the purpose of observing the progress of the work. They will not be an inspection of the work. Construction inspection shall be provided by a testing agency selected by the owner.

Note: It is understood that the architect and/or owner will be responsible for the overall construction administration of this project and that Brockette/Davis/Drake will provide limited post design services as

identified herein. Requested site visits during construction will be on an hourly basis as directed (per the attached rate schedule).

COMPENSATION: BDD proposes to provide the herein-defined services for the following fees. Invoices will be submitted monthly for work completed to date and shall be due upon receipt.

<u>Description</u>	<u>Fee</u>
Preliminary Engineering	\$ 5,500.00
Preliminary Surveying	
Topographic Survey.....	\$ 14,500.00
Separate Instrument Easements (8 easements estimated @ \$1,750 each).....	\$ 14,000.00
Construction Documents	\$175,000.00
Landscape/Irrigation (via subconsultant).....	\$ 8,000.00
Electrical/Lighting (via subconsultant)	\$ 14,000.00
Post Design Services (hourly estimated fee)	\$ 5,500.00
Total Estimated Fee (without change in scope)	\$ 236,500.00*

*The above Total Estimated Fee includes the cost of eight separate instrument easements; additional separate instrument easements are \$1,750.00 each.

REIMBURSABLE EXPENSES: Reimbursable expenses (printing, deliveries, mileage, long distance communications, records research, etc.) shall also be invoiced at our cost plus 10%. State and local sales tax at a rate of 8.25% will be invoiced for separate instrument easements without mark-up.

ADDITIONAL SERVICES: Compensation for authorized additional services, including additional site visits, shall be on an hourly basis in accordance with the enclosed rate schedule.

EXCLUSIONS: This proposal specifically excludes the following items as well as any work not considered to be within the scope of normal civil engineering and surveying services:

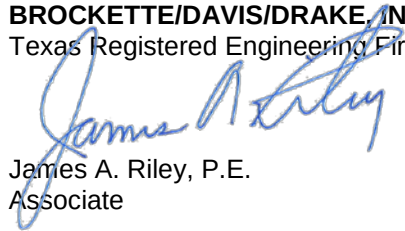
1. offsite improvements other than those listed in the scope of services
2. traffic control plans or traffic studies
3. detention/retention calculations or design
4. retaining or screen wall design
5. fire protection beyond normal fire hydrant installation
6. design of bracing or shoring for trench safety
7. franchise utility design and staking
8. public works inspection (if required)
9. construction management and/or supervision of the civil engineering work
10. ADA (Americans with Disabilities Act) and accessibility compliance and/or submittal to TDLR (Texas Department of Licensing and Regulation); architect to ensure site plan compliance with the ADA
11. specifications
12. Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and Notice of Termination (NOT)
13. environmental assessments or environmental site investigations
14. geotechnical investigations
15. flood studies and/or FEMA submittals (CLOMR and LOMR)
16. Texas Commission on Environmental Quality (TCEQ) and/or Environmental Protection Agency (EPA) permitting
17. 404 permitting
18. boundary, land title, tree and as-built surveys

Mr. Clay Barnett, P.E.
City of Sherman
Re: Civil Engineering/Survey Fee Proposal
Sherman Crossroads – Infrastructure Improvements
Sherman, Texas
March 30, 2016
Page 4 of 5

- 19. construction staking
- 20. platting

The return of an executed copy of this letter agreement will serve as your acceptance and our authorization to commence work. Brockette/Davis/Drake, Inc. appreciates the opportunity to submit this proposal. Should you require further information concerning this proposal, please do not hesitate to call.

Sincerely,
BROCKETTE/DAVIS/DRAKE, INC.
Texas Registered Engineering Firm No. F-841



James A. Riley, P.E.
Associate

JAR/dh

Accepted: _____

Signature

Printed Name: _____

Title: _____

Name of Company: _____

Date: _____

Mr. Clay Barnett, P.E.
City of Sherman
Re: Civil Engineering/Survey Fee Proposal
Sherman Crossroads – Infrastructure Improvements
Sherman, Texas
March 30, 2016
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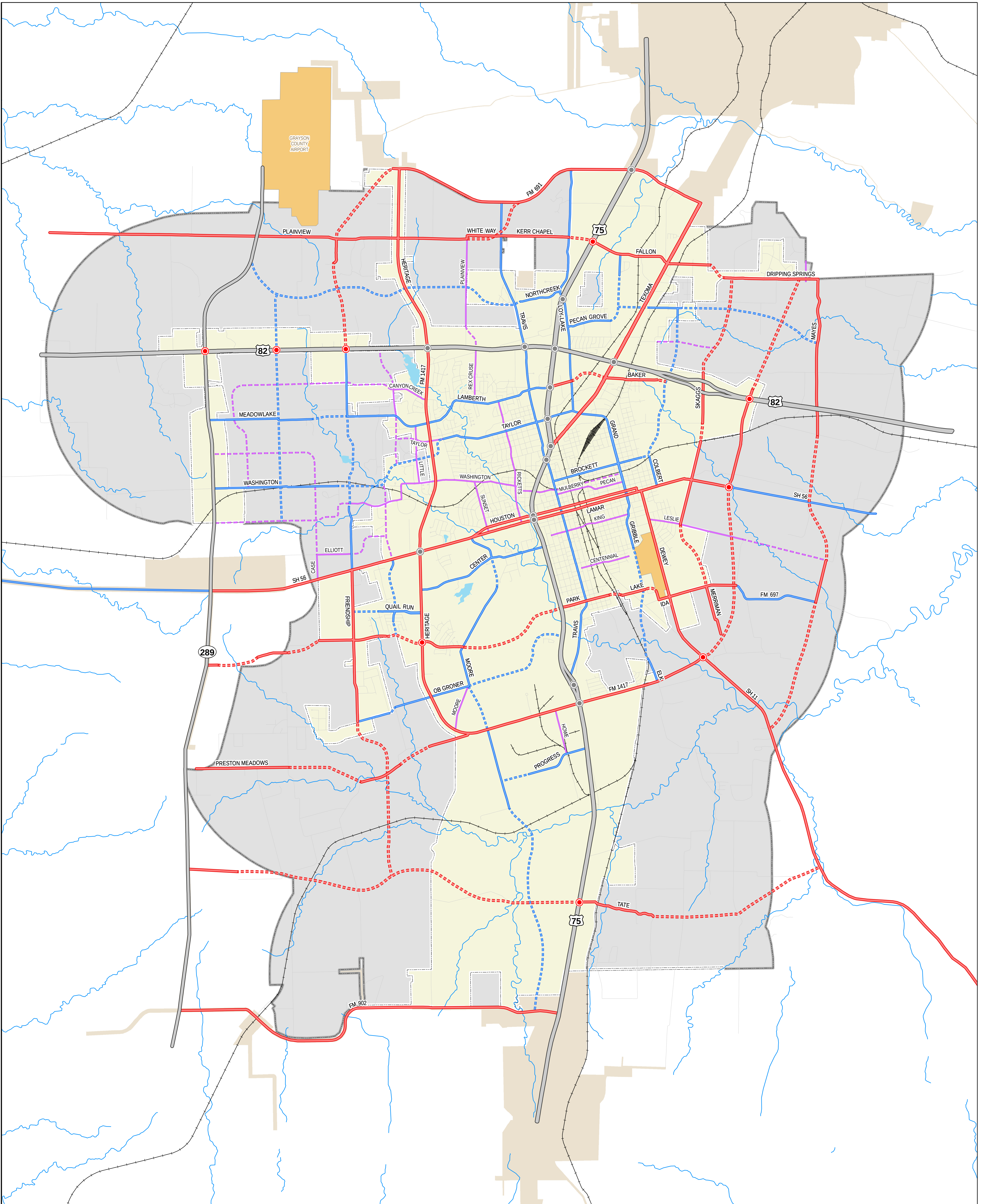
BROCKETTE/DAVIS/DRAKE, INC.
RATE SCHEDULE
2016

PRINCIPAL	\$ 225.00/HR
ASSOCIATE	\$ 190.00/HR
SENIOR PROJECT MANAGER	\$ 175.00/HR
PROJECT MANAGER	\$ 150.00/HR
PROJECT ENGINEER	\$ 125.00/HR
DESIGN ENGINEER	\$ 110.00/HR
SENIOR TECHNICIAN	\$ 125.00/HR
TECHNICIAN	\$ 110.00/HR
CLERICAL	\$ 60.00/HR
3 MAN SURVEY CREW	\$ 175.00/HR
2 MAN SURVEY CREW	\$ 160.00/HR
1 MAN SURVEY CREW	\$ 90.00/HR
GPS/RTK SYSTEM	\$ 60.00/HR

RATES EFFECTIVE THROUGH DECEMBER 31, 2016

THOROUGHFARE PLAN

NOVEMBER 2015



Legend

- | | | | |
|------------------|-------------------------|---------------------|---------------------|
| Regional Freeway | Major Arterial Proposed | Interchanges | Airport |
| Major Arterial | Minor Arterial Proposed | Existing | Lakes |
| Minor Arterial | Collector Proposed | Proposed | Sherman City Limits |
| Collector | Local Street | Railroad | Sherman ETJ |
| | | Water | Other Cities |



0 0.5 1 2 3 4 Miles

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
Proposed Road System
(Crossroads)

Source: City of Sherman
Date: March 2016



Scale in Feet:
1"= 1300'

Proposed Roadway

FM 1417

US 15

FM 1417

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 04/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Willie Steele and SEDCO Executive Vice President Frank E. Gadek

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Chairman Willie Steele and Executive Vice President Frank E. Gadek

Background:

The brief presentation by the SEDCO Board Chairman and Executive Vice President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the City Council's January 4, 2016 regular meeting.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO's Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Willie Steele

Name of Vice Chairman: Greg Kirkpatrick

Date of Report to City Council: April 4, 2016

1. In simple terms and as briefly as possible, please describe the mission of your board.

- *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.*

**2. Please list the top accomplishments of your board within the past quarter.
(Please limit the list to five or fewer items).**

- *On January 11th, SEDCO presented an incentive payment of \$232,000 to Kaiser Aluminum for new equipment and facilities.*
- *On January 13th, SEDCO and Midway Industrial Park broke ground on a 60,000 sq. ft. industrial building.*
- *On February 29th, the SEDCO board approved an Economic Development Performance Agreement with Anutak Products, Inc. The agreement states that SEDCO will provide an incentive of \$25,000.00 upon proof of Anutak Products, Inc.'s \$300,000.00 investment for operation of a manufacturing facility at 1400 West FM 1417 and the creation of 11 full-time employees.*
- *On February 29th, the SEDCO board approved an Economic Development Performance Agreement with Ball, DPF. The agreement states that SEDCO will provide an incentive of \$7,965.00 upon proof of Ball, DPF's \$159,300.00 investment for the renovation of a newly purchased tank farm which will create one full-time position.*
- *On February 29th, the SEDCO board approved a contract with J.P. Hart Lumber Company to purchase 37 acres, located at the northwest corner of W. Progress Drive and Howe Drive in Progress Park. The contract also includes \$20,000.00 in earnest money from Hart Lumber to reserve the site while they complete the process to decide if the location is right for their expansion.*

3. What are your plans for this board in the next quarter?

- *On April 19th, SEDCO will host the second Leadership Breakfast.*
- *On April 25th, SEDCO will host a 20th Anniversary Celebration.*
- *On April 27th, SEDCO will host a Mentor Breakfast for the past and present Board Chairmen.*
- *President John Plotnik will attend the National Association for Industrial and Office Parks (NAIOP) I.CON '16: Impact Projects Conference, as well as the DFW Quarterly Regional Meeting.*
- *Mrs. Stacey Jones will attend the TEDC Basic Economic Development.*
- *Ms. Ashton Ghaemi will attend the TEDC Economic Development Sales Tax Workshop.*
- *Mr. John Plotnik, Mr. Frank Gadek, Mr. Willie Steele, Mayor David Plyler, Mr. Robby Hefton, and Mr. Eddie Brown will visit Governor Abbott's Office of Economic Development and Tourism regarding projects entering North Texas.*
- *SEDCO will work to compete aggressively for the attraction of new jobs and investments*

to the city from existing Sherman employers and new companies, both nationally and internationally.

- SEDCO staff will continue to work with CBC Creative in designing the new sedco.org website as well as creating a new, user-friendly "shermansites.com" website that will be managed in-house by the SEDCO team.
- SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including 903 Brewers, Anutak Products, Inc., Ball-DPF, Commissary Express, Emerson-Fisher Controls, GlobiTech, Kaiser Aluminum, Metallenium Iron Works, Modular Power Solutions, and Panda Sherman Power.

4. How often did this board meet in the last quarter?

- The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. In the last quarter, the SEDCO Board held three regularly scheduled meetings (January 12th, February 9th, March 15th) and two special called meetings (January 27th, February 29th).

5. In what percentage of those meetings was a quorum of board members present?

- 100%

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- No

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- At present, SEDCO is working 21 active projects with an estimated \$336,000,000 in investments and 2,513 new jobs.
- During the first quarter, SEDCO had 13 site visits from companies interested in possible Sherman locations.
- SEDCO continued the Business Retention and Expansion (BRE) Program in the first quarter with the following:
 - o A Sherman Plant Manager's Forum was held, hosted by Emerson Process Management – Fisher Controls. The following key employers were in attendance: CertainTeed Corporation, Christmas Designers, Douglass Distributing, EATON B-Line, Kaiser Aluminum and Panda Sherman Power.
 - o SEDCO hosted a Sherman Safety Leader's Forum with the following key employers in attendance: Ball, DPF, Douglass Distributing, GlobiTech, Kaiser Aluminum, Plyler Construction, Presco Products, Sunny Delight, Texas Instruments, and Washington Iron Works.
 - o Organized a Manufacturing – HR Focus Group with Workforce Solutions Texoma and Denison Development Alliance. The following key employers were in attendance: Ball DPF, CertainTeed Corporation, Consolidated Container Company, Emerson Process Management – Fisher Controls, Starr Aircraft, Sunny Delight, Tyson and Washington Iron Works.
 - o Existing Industry visits – Ball DPF, Capio Partners, Christmas Designers, FedEx Freight, Kaiser Aluminum, Panda Sherman Power, Panda Power Funds, Royal Case, West, Ya-Hoo! Baking Co.

- *Our direct marketing piece was mailed to 98 company leaders in the following industries: Metal Fabrication Manufacturing, Machinery Manufacturing, Food Processing, Electronics Manufacturing, Distribution and Logistics, and Destination Retail.*
- *In January, the SEDCO board approved a proposal to widen Progress Drive in Progress Park III, which would create a parking lane for trucks waiting to off load materials at Progress Rail Services. Concrete was poured on March 21st and will be open to traffic in 30 days. The project will be completed by the end of April.*
- *The SEDCO board approved the Buy Local Grant, which states, "SEDCO will give an additional 5%, but not to exceed \$20,000, of the total amount paid to local companies purchased for goods and services within the City of Sherman Texas."*
- *On January 19th, SEDCO held its first Leadership Breakfast, which included a roundtable discussion with several Sherman community and industry leaders.*
- *During the first quarter, SEDCO entered into a partnership with Stream Realty, an international developer and marketing company, to advance the marketing of Progress Industrial Park. Since then, we have installed signs in Progress Park, and we are now finalizing updated brochures.*
- *SEDCO ex-officio board member, Lawrence Davis, attended a SEDCO Board Member Orientation meeting.*
- *SEDCO attended the following in the First Quarter:*
 - o *12th Annual Grayson County Martin Luther King Jr. Day Breakfast at Austin College*
 - o *Career Skills Pathways Planning meeting*
 - o *Center for Workplace Learning Advisory Board*
 - o *Child and Family Guidance Center Board*
 - o *Coffee with the Mayor*
 - o *Craft Beverage Alliance Advisory Board*
 - o *Denison's 15th Annual Economic Development Summit*
 - o *Easy Life Realty Team Meeting*
 - o *Greater Texoma Association of Realtors Award Ceremony*
 - o *Greater Texoma Association of Realtors Regional Meeting*
 - o *Industrial Asset Manager's Council Spring 2016 Professional Forum*
 - o *International Economic Development Council Leadership Conference*
 - o *Interview at K TEN*
 - o *Leadership Sherman*
 - o *Lion's Club Luncheon*
 - o *Manufacturing - HR Focus Group*
 - o *Presco NOMYAW Clinic Ribbon Cutting*
 - o *Sherman Chamber of Commerce Annual Awards Luncheon*
 - o *Sherman Rotary*
 - o *Sherman Rotary New Member Orientation*
 - o *Sherman Rotary Nominating Committee*
 - o *SIOR and NTCAR Conference*
 - o *SIOR North Texas Chapter Meeting*
 - o *Texoma Council of Governments Economic Development Meeting*
 - o *Texoma Human Resource Management Association*
 - o *Texoma Middle Skills Healthcare Committee*
 - o *Texoma Middle Skills Manufacturing Committee*
 - o *Texoma Middle-Skills Workgroup Meeting*
 - o *Texoma Workforce Development Board meeting*
 - o *Workforce Solutions Executive Committee*



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 2.

Meeting Date: 04/04/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of the Sherman Tourism/Main Street Manager to Temporarily Close Certain Streets and Use Certain City Facilities and Services for the "Texas First Lady's Visit" on Wednesday, May 4, 2016

Issue:

A request has been received from Sarah McRae, Sherman's Tourism/Main Street Manager, concerning City support for the "Texas First Lady's Visit" on Wednesday, May 4th. In order to accommodate this event, Ms. McRae is requesting the utilization of several City services. She also requests traffic control around the Grayson County Court House square and closure of the 100 block of South Travis Street.

Background:

On October 30, 2015, the City was selected to be a member of the Texas Main Street Program. It is a long standing tradition for the Texas First Lady to visit cities that are selected to participate in this program. As a result, the current First Lady, Cecilia Abbott, will be visiting our City on Wednesday, May 4th. Her visit will include a speaking event on the Grayson County Court House square and a visit to the Old Iron Post Restaurant. Ms. McRae requests the use of City services to prepare for and host the First Lady's visit. It is anticipated that the visit will occur over an approximate two hour span; 12 noon to 2:00 pm.

Origination:

Sarah McRae, Sherman's Tourism/Main Street Manager

Financial Consideration:

Labor and equipment will be needed to assist with the control of traffic and the implementation of barricades, parking, crowd control, audio/sound/stage equipment, and public safety.

Staff Recommendation:

It is recommended that the City Council approve the request for the street closure of the 100 block of South Travis Street and the utilization of City services to host this event.

Alternatives:

As directed by the Council

Attachments

Memo and Information about First Lady's Main Street Tour
Street Closure Map - 100 Block of South Travis



memorandum

DATE: March 23, 2016

TO: Robby Hefton, City Manager

FROM: Steve Ayers, Director of Community & Support Services

SUBJECT: First Lady's Main Street Tour

On Wednesday, May 4th the Texas First Lady Cecilia Abbott will be visiting the City of Sherman as part of the Texas Main Street Tour, marking the start of new Main Street City programs. This tour has been a successful event of the Texas Main Street Center for over thirty years.

The First Lady will arrive at Perrin Field about 12 noon and arrive at the Grayson County Courthouse in Sherman about 12:30 pm. A ceremony will take place on the east side of the courthouse lawn, followed by a reception at the Old Iron Post Restaurant. The First Lady will depart Sherman about 2:00 pm.

Our Main Street Manager Sarah McRae is working with the Texas Main Street Center to coordinate this visit. I have attached the agenda for the visit.

TEXAS HISTORICAL COMMISSION

FIRST LADY'S MAIN STREET TOUR

History of the Tour

Each year, the Texas Main Street Center, in partnership with the Independent Bankers Association of Texas (IBAT), presents the Texas First Lady Tour of our new Main Street Cities. The First Lady of Texas, Cecilia Abbott, will be a part of this kick-off, once again, to mark the start of our new Main Street city programs. This tour has been a successful event of the Texas Main Street Center for over thirty years, but it takes much planning and cooperation. We thank you in advance for all your hard work.

Event synopsis

The First Lady and dignitaries will arrive in your town by airplane. She will be transported by her staff to a location in downtown you have selected (in conjunction with the Texas Main Street staff). You will provide cars and drivers to transport THC dignitaries from the airport we selected to downtown. First, a brief photo opportunity with local and state dignitaries takes place. Next, the First Lady will be a part of a ceremony that includes participation from children, local and state officials. She will then join in a reception where light refreshments are served. The First Lady and dignitaries will then be transported back to the airport and depart. The First Lady will be in your community (not including travel to and from the airport) for no more than 1 hour and fifteen minutes. The Main Street manager will be the liaison between the community and the Main Street Center; however, it is vital that the Main Street board take on a large share of the event planning.

Step 1—Form an event planning committee

Often, the planning committee consists of the new Main Street board.

Determining the dates and times for the event – SHERMAN MAY 4; BROWNSVILLE AND CORPUS CHRISTI MAY 6

The First Lady's office determines the date(s) and times of the event.

Determining sites for the event

Several sites will need to be determined for the various events involved with the First Lady's visit. We ask that you find sites that are in the downtown area and that are relatively close together. The Main Street state coordinator will visit your town in January or February to approve the proposed sites. The Texas Main Street Center has a clear idea of the type of sites and locations that are preferred by the First Lady's Office and we may sometimes suggest different ideas. The state coordinator will have final approval of all sites. We appreciate your cooperation in this.

Following are the sites that will need to be determined:

Photo Opportunity—An organized photo op takes place prior to any other event during the First Lady's visit to your community. Groups of local and state dignitaries will be assembled into groups at the Photo Op prior to the First Lady's arrival, therefore, you will need to find an indoor location that can accommodate a long line of people, yet also has an area that provides an attractive backdrop, whether it be a blank wall that has been decorated or the interior of a downtown historic building. The site for the Photo Op should be extremely close to the ceremony site so that the First Lady can walk directly to the ceremony as soon as the photo op is over.

Ceremony—The ceremony is usually held outside (unless there is a specific reason/preference to have it inside) in a prominent part of your downtown and a historic building(s) should provide the backdrop for the ceremony. Some examples of ceremony locations include the courthouse lawn, historic commercial buildings, downtown park, etc. A platform is needed for the ceremony. Often, a flat bed trailer makes a very good platform. Be sure to provide railings and address any safety issues with the platform.

Design rendering—A major part of the ceremony is the unveiling of the Main Street city's first design rendering. The featured building or streetscape will be determined by the Main Street architect in an advance visit. Once the building or streetscape is selected, a brief description and history of the building/street will be submitted to the Main Street office.

Private meeting with Main Street Advisory Board— 2015 note: Mrs. Abbott's focus is on volunteerism and she is considering replacing the traditional press conference with a meeting of the key volunteer leaders of the Main Street program-the Advisory Board. This will be built into the schedule.

Reception—The reception area should be big enough to comfortably accommodate a fairly large number of people. This is an event for the public, not a private reception. Mrs. Perry will only be at the reception for a short time. This is a chance for the community to celebrate the local Main Street Program. There should be an area for refreshments. Examples of possible reception locations include a local library, restaurant, museum, etc.

Rain plan—A rain plan must be in place for the First Lady's event. It is recommended that all events take place in one location in the event of rain, as it would be best that the First Lady not have to move to different locations in the rain. The First Lady's Office will determine whether the rain plan is necessary so be prepared to change locations the day of the event. It is a good idea to have large umbrellas available even if the good-weather plan is followed.

Please note that sometimes the First Lady's/Governor's security detail will change the order of these activities, but Texas Main Street staff will work with you closely to make sure everything runs smoothly.

Consider a downtown clean-up

Look at your community /downtown through the eyes of a visitor. While the new program might be doing the clean-up as part of this event, it is a good first project to take on regardless of the circumstance. Are there broken windows that may need repairing? Do the sidewalks need to be weeded? Do storefront windows need to be cleaned? Are there empty storefronts that could have the windows livened up with pictures and displays? A clean-up will not only make your town look as great as possible, it is also an opportunity to involve different groups and create partnerships that can be long lasting for the Main Street Program.

Getting the word out

Invite the entire community to the event. Use your best methods of communication to get the word out—local newspaper, local radio station, email, Facebook, etc. Involving many community groups and children will also ensure a great turnout. A press release will be provided to you prior to the event. Press is likely to be in attendance and you can create a press folder for either electronic or hard delivery based upon the preferred methods for your local/regional media. A press folder can include:

- First Lady's Tour press release
- Brief bio of the First Lady (provided by the Texas Main Street Center)
- Fact sheet about the local, state and national Main Street Program
- Local Main Street Program logo (if available)
- Ceremony program
- Any local brochures that highlight local attractions
- Main Street manager's business card

We will help you create this press folder if needed.

DO NOT CREATE YOUR OWN LOCAL VERSIONS OF THE PRESS RELEASE, BIO ETC. ALL OF THIS KIND OF INFORMATION IS CREATED EITHER BY THE FIRST LADY'S OFFICE AND/OR OUR OFFICE AND COMES TO YOU FROM US.

Design, print and distribute invitations

Nicely designed email invitations are fine to help get the word out, but you may also want to print some official invitations (try to get this expense donated or sponsored) to be sent to local dignitaries, board members, city, county and state officials, local bankers, county historical commission, Chamber of Commerce, civic organizations, etc. The Main Street Center will also provide a list of members of the Texas Historical Commission and officials with IBAT who should receive invitations. We will provide a logo for IBAT, the state sponsor of the event. Please make sure the IBAT, THC and Main Street logos are on program. Please also mail an invitation to the First Lady's office:

First Lady Cecilia Abbott
P. O. Box 12428
Austin, TX 78711-2428

All invitations and programs must be approved by our office prior to printing.

Organize, design, and print ceremony program

While each ceremony should be customized to reflect your city's individual style and flavor, there are several basic elements that should be included. Children should have a prominent role in the entire event if possible. The Main Street Manager is the Master of Ceremonies or emcee. Please develop a draft of the program and submit to the Texas Main Street Office for approval. Please make sure the IBAT, Texas Historical Commission and the Texas Main Street Program logos are on program.

Have a rehearsal

Have a rehearsal several days prior to the event. It is recommended that the entire event be walked through from start to finish. It is recommended that representatives from the school (or private school) be involved so that student participation is as smooth as possible.

Event Day

Event set-up crew

A crew should be established to set-up the various sites for the event.

Airport pick-up and Pre-Ceremony

Have vehicles available (usually 2-3 SUV's) at airport to transport about 14 people who will include Main Street staff, THC representatives and IBAT guests. Drivers should not be in marked (i.e. police) cars. They should be at the airport approximately 45 minutes before scheduled flight arrival. For security reasons, no one else is to meet the group at the airport. The Governor's Protective Detail will arrange for transportation for Mrs. Abbott and her immediate staff from the airplanes to downtown—the cars you arrange for are for the rest of the group flying in.

Photo Opportunity (see example photo list at the end of this document)

Hire a local photographer (try to get this expense donated or sponsored) to take digital photographs of the dignitaries with the First Lady. Invite all platform and special seating area dignitaries, including the mayor, city, county and state officials, THC commissioners and staff, Main Street Advisory Board, IBAT officials and local bankers, owners of building featured in design rendering and Main Street Manager for a special photo op. All groups will be in line prior to Mrs. Abbott's arrival. The mayor, state representative, and state senator greet the First Lady when she arrives, but to keep on time all others should stay in line. Once each group has been photographed, they should immediately go outside and take their seats for the ceremony so that when the First Lady is through with all of the pictures, the ceremony can begin. **This photo op should take no more than 10 minutes.**

Please delegate several volunteers to be present to organize the photo op. The recommended volunteer roles are as follows:

- A volunteer should stand at the entry door to make sure that only people who are on the photo schedule come inside. All others can be directed to the ceremony site.
- People will need to be directed to their appropriate group. The groups of people should be kept organized by one or two volunteers who are very good and diligent task masters. Each group will need to be standing with their group ready to immediately step up for their picture and then proceed to the seating area quickly. The reception will be the time to visit with the First Lady, not the photo session.
- A volunteer or photo assistant should quickly arrange each group in the photo.

We recommend that an attractive backdrop be provided for the photo, preferably one that includes the name of the city and Main Street Program. For example, a banner or sign could say, “Your City Name, 2016 Texas Main Street City.” Make sure the banner (or whatever you choose) has a matte finish or it will reflect in the photos. You can also Photoshop the name of the city and event onto the photos after the event if you prefer. you will submit a photo list for approval (security requirement) to the Texas Main Street Center prior to the event. See instructions later in this document regarding photo distribution.

Make plans to send us a master copy of each photo taken and Mrs. Abbott, like First Ladies before her, will autograph them to commemorate the event. We will discuss this after the conclusion of the event.

Ceremony Set-up and Seating

- It is recommended that the stage be decorated colorfully with banners, balloons, flowers or plants.
- Have a podium and microphone and check the day before to make sure the mic is working.
- Be sure to check the electronic speakers days prior to the event as well as the day of the event to ensure that the sound is optimal.
- Please be sure to tape the ceremony program to the podium. Have extra copies of all introductions.
- Have names on taped on chairs for all platform guests. You have already had the platform seating plan approved.
- Have bottled water available for platform guests.
- Have a sturdy easel and black cloth for the design rendering on the podium. You may have to weigh down the easel and clip the black cloth in case of wind.

Elements of the ceremony

Most programs include the following elements, but not necessarily in this order: (have copies of the programs for the platform guests in their chairs)

1. **Welcome** – Main Street Manager
2. **Presentation of Colors**— We suggest having ROTC, VFW or a local Girl Scout or Boy Scout troop present colors.
3. **Pledge of Allegiance and Texas Pledge**—Both pledges should be included and preferably led by children. It is a good idea to provide the words to the Texas pledge along with or in the program.
4. **One song such as “Deep in the Heart of Texas” or “Texas, Our Texas”**— Involve children (elementary, private school, middle or high school) Think about having the high school band play, high school choir sing or elementary or private elementary school perform. If you intend for the audience to sing along, be sure to include the words in the program. If you would like to use another “Texas” song, that is fine, but please use only one song.
5. **Introduction of Guests and Dignitaries**—Main Street Manager
Local and State Platform Guests include:
 - Mayor
 - State Representative
 - State Senator
 - Mrs. Cecilia Abbott, First Lady of Texas
 - Texas Historical Commission Chairman and 3-5 Commissioners (we will provide names)
 - Main Street Manager
 - Main Street Board Chair

- THC Executive Director
- THC Main Street Staff (2)
- IBAT Officials (2-4) (We will provide names)
- Minister giving invocation (if doing one)

You will draw a platform seating plan and send to the Texas Main Street office for approval.

You may want to provide special VIP seating near the platform for City Council, City Manager, County Commissioners, County Historical Commission Chairperson, Heritage Organization President, City Council, Bank Presidents and Chamber of Commerce President and Director and any other local dignitaries.

When introducing dignitaries, please ask that applause be held until all the dignitaries have been introduced.

6. **Greetings from the THC**—Chair, Texas Historical Commission or representative (we provide their bio for introduction)
7. **Greetings from IBAT**—President, IBAT or representative (we provide their bio for introduction)
8. **Introduction of First Lady**—Mayor (we provide her bio for introduction)
9. **Main speech**—First Lady
10. **Unveiling of design rendering**—First Lady, with assistance from the Main Street manager
11. **Book Presentation**—Mrs. Abbott has agreed to autograph a book to be given to your local library. This book signing is part of the ceremony. You can choose a book by a local author or one special to the community, just be sure to let the Texas Main Street office know what the book is 3-4 weeks ahead so that we can get it approved by the First Lady's office (since she will be autographing it, she wants to know what she will be signing). Books that have won the Texas Bluebonnet Award are good options. A child or young adult should present the book to the First Lady while another child is at the microphone explaining what is happening (we will give you a short script).
12. **Retiring of Colors**
13. **Closing remarks**—the Main Street manager should be sure to invite the public to attend the reception.

Meeting with Advisory Board

Mrs. Abbott's first Main Street tour was last year and because of her emphasis on volunteerism, she met privately for 10 minutes with the volunteer Main Street Advisory Board. We do not yet (as of March 7, 2016) if she will have time to do this again this year. We will let you know as soon as we know. During this same time, we anticipate that the THC Executive Director and Governor-appointed Chairman of our Commission will have a short press conference to provide background on the event, the traditions of it and the economic impact of Main Street and preservation/the THC. You will need to provide a small meeting room for both of these.

Reception

A volunteer should be delegated to bring the design rendering, which was unveiled during the ceremony, to the reception. The First Lady will circulate during this time, visiting with the public. Your choice of light refreshments can be served at the reception (i.e. drinks, cake, cookies, fruit are all appropriate—it is your choice.). We also have a special cake recipe called Texas Main Street Cake (a chocolate sheet cake) that has been served at many special Main Street events over three decades. If you would like to serve this, we can provide you with the recipe. (You can also have copies of the recipe at the reception for the public.)

Clean-up crew

Be sure to organize a clean-up crew that will take down equipment and clean up litter.

Security

The Governors Protective Detail (GPD) provides the First Lady's security. GPD will contact the Main Street manager and the local police one to two days prior to an event to discuss security. It is asked that you be sensible and sensitive when disclosing all details of the event publicly. GPD feels that the public at large need not be made aware of every

little detail, including the driving route. Taking this into consideration will provide a more secure environment for the governor's wife. It is extremely important that the Texas Main Street Center be made aware immediately of any persons or organizations that may pose a threat or disturbance to the event.

Within a few days after the event...

Thank you's

Be sure to send thank you letters to all those involved who helped make the event successful. Be sure to send the Texas Main Street Center a list of people in your community who should receive a thank you letter from our office.

Send pictures from the photo session to Texas Main Street office

As noted earlier, we will discuss this following the event.

Evaluation, surplus printed material and photos

Please send the Texas Main Street Center your extra invitations and programs. Also, we would be grateful if you would take notes along the way and let us know how we can better prepare you for future tours.

You will need to provide the following information to the Texas Main Street Center:

1. Site and address for photo room, ceremony, reception, media room and rain plan locations.
2. Invitation list
3. Photo schedule (see attached example)
4. Platform seating plan (see attached example)
5. Brief history of the building to be featured
6. Program and invitation for approval
7. Minute-by-minute schedule (see attached example)

Rosenberg Main Street Stage Seating Chart

			Rev. Lee Flores, Our Lady of Gudalupe Catholic Church
	THC Brad Patterson	THC Debra Drescher	RMSP Board Chair Renee Butler
	THC Exec Dir Mark Wolfe	Co. Judge Robert Hebert	RMSP Mgr. Dan Kelleher
Rep. John Zerwas	Rep. Phil Stephenson	Sen. Lois Kolkhorst	Mayor Cynthia McConathy

THC Vaughn Aldredge	IBAT Lindsey Gehriger Williston	IBAT Mae Beth Palone
THC Vice-Chair, John Crain	THC Commissioner Pete Peterson	THC Commissioner Judy Richardson
FLT Cecilia Abbott	THC Chair John Nau	IBAT Steve Scurlock

Podium

Rendering

Monitor



100 Block
South Travis

TRAVIS

HOUSTON

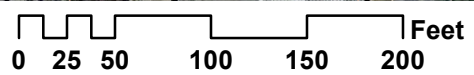
LAMAR

CROCKETT

WALNUT



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 3.

Meeting Date: 04/04/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of a Tract of Land on Sistrunk Street and Adjacent to the Sherman City Limits; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of a tract of land on Sistrunk Street, north of Hilltop Drive, east of Texoma Parkway, south of Fallon Drive, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

On February 31, 2016, Arden Tocquigny requested annexation into the City Limits for his property located at 4798 Sistrunk Street, lying north of Hilltop Drive, east of Texoma Parkway and south of Fallon Drive, adjacent to the Sherman City Limits and in the City's ETJ.

State law requires the City Council to conduct two (2) public hearings on its intent to annex and the provision of services no later than (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Origination:

Arden Tocquigny, property owner

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

It is recommended that the schedule for annexation be approved and that the required public hearings be set for the May 2nd, May 16th, and June 6th regular City Council meetings.

Alternatives:

As directed by the City Council

Attachments

Request for Annexation

Annexation Scheduling Plan

Location Map

RECEIVED
MAR 21 2016

Feb. 1, 2016

BY:

Robbie Hefton
City of Sherman
Sherman Tx. 75090

Mr. Hefton,

I request that my property at the north end of Sistrunk St. be annexed into the city of Sherman for the purpose of obtaining city water service.

The legal description of property is:

Hilltop Estate S/D

Block 1, Lot 1 & 2 & N 60' 4"

MH Label # RAD 0121218

Respectfully,

Arden Tocquigny

Arden Tocquigny
4748 Sistrunk St.

Sherman, Tx. 75090

ANNEXATION SCHEDULING PLAN

Annexation of Approximately XXX Acres of Land Adjacent to the City Limit on the North End of Sistrunk Street, Being More Specifically Described as: Hilltop Estate S/D, Block 1, Lots 1 & 2, & North 60 feet 4, MH Label # RAD0121218

Wednesday, April 20, 2016.....	Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
Thursday, April 21, 2016.....	Post notice on City's website, newspaper and City Hall for City Council's 1 st Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
Thursday, April 28, 2016.....	Post notice of 1 st Public Hearing under the Open Meetings Act.
Monday, May 2, 2016.....	City Council's 1 st Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, May 5, 2016	Post notice on City's website, newspaper and City Hall for City Council's 2 nd Public Hearing on intent to annex. Obtain required affidavit of publication from newspaper.
Thursday, May 12, 2016.....	Post notice of 2 nd Public Hearing under the Open Meetings Act.
Monday, May 16, 2016.....	City Council's 2 nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
Thursday, June 2, 2016.....	Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
Monday, June 6, 2016.....	City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.



Current
City
Limits

4798 Sistrunk



Sherman

ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

0 50 100 200 300 400 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 04/04/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2016

JANUARY						
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FEBRUARY						
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JULY						
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AUGUST						
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NOVEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1/11/2016	Called Council Meeting for Transportation Workshop
4/11/2016	Called Joint Mtg with SISD Board in Council Chambers
4/15/2016	Called Budget Planning Meeting in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
7/4/2016	Independence Day/Called Council Meeting on 7/5/2016

9/5/2016	Labor Day/Called Council Meeting on 9/6/2016